Form (1)

Proposal of the promoter to make Foreign

Investment in the Republic of the Union of Myanmar

To

The Chairman

The Union of Myanmar Foreign Investment Commission

Nay Pyi Taw

I wish to invest in tthe Republic of the Union of Myanmar in accordance with the Union of Myanmar Foreign Investment Law, and I herewith apply for permission furnishing the following particulars :-

1. Promoter's

(a) Name	*U Htay Aung*
(b) Father's	*U Pwa Gyi*
(c) National Registration No.	12/DaGaNa(Naing)005761
(d) Citizenship	Myanmar
(e) Address	No.3 Mining Enterprise Ministry of Mines
(f) Name of Principal Organization	No.3 Mining Enterprise Ministry of Mines
(g) Type of Business	Mining & Mineral Processing
(h) Place of Organization	Nay Pyi Taw
(i) Place of incorporation	Nay Pyi Taw

2. If investment is to be made by joint-venture, the particulars of the persons wishing toparticipate in the Joint-venture with the promoter

(a) Name	*Mr. Nguyen Cong Kien*
(b) Father's	*Mr. Nguyen Cong Nghinh*
(c) National Registration No	*Passport No.S 1017016*
(d) Citizenship	Vietnamese
(e) Address	Hanoi Vietnam
(f) Name of Principal Organization	SIMCO Song Da Joint Stock Company
(g) Type of Business	Large Scale Production of Marble (Decorative Stone)
(h) Place of Organization	Vietnam
(i) Place of incorporation	Vietnam

3. Type of business in which investment is to be made

(c) Production — Large Scale Production of Marble (Decorative Stone)

(d) Services — -

(to indicate name of good or type of services)

4. Form of economic organization-

(a) Sole Proprietors — Large Scale Production of Marble (Decorative Stone)

(b) Partnership

(c) Limited Company — 100% Investment by Myanmar SIMCO Song Da Joint Stock Co.,Ltd

List of Directors attached (Exhibit -1)

(to enclose the List of the name, citizenship, address and designation of the executives of the organization, indicating the local foreign capital ratio)

5. If the organization is the form of a partnership (Joint Venture)

(a) Capital Ratio

(b) Profit Sharing Ratio(Production Sharing Ratio)

(c) Right and liabilities of partner

6. If the organization is the form of a limited company

(a) Authorized Capital — Kyat 110,000,000/-

(b) Type of shares — Ordinary Share

(c) Share capital to be subscribed by the shareholder — 100% Myanmar SIMCO Song Da Joint Stock Co.,Ltd

7. Particular relating to the organization in which investment is to be made-

(a) Amount of capital(Exhibit -IV)

	USD	Kyats
(1) Amount of local capital to be contributed	Nil	Nil
(2) Amount of foreign capital to be brought in	18,147,263/-	-
Total	18,147,263/-	-

(b) Amount of foreign capital to be brought in

	USD	Kyats
(1) Foreign Currency	18,147,263/-	-
(2) Others	-	-
Total	18,147,263/-	-

(c) Period for bringing in items mentioned in sub-paragraph (b) 3 Years After issuance of MIC permit

(e) Construction period — 20 Months

(f) Commencement of Construction — Immediately after signing the Contract

8. Particulars relating to the proposed economic organization

(a) Type of business	Large Scale Production of Marble (Decorative Stone)
(b) Proposed places at which Investment to be made	NAY PU TAUNG, THANDWE DISTRICT, TAUNGGOK TOWNSHIP, RAKHINE STATE Map attached with contract
(c) Technique of operation	Open Pit Mining & Mineral Processing And Production sharing with ME(3)
(d) Annual fuel requirement	
1. Diesel	2,470,069 Litre
2. Coal	-
(e) Annual electricity requirement	814,271 KWH/Year
(f) Annual water requirement (to indicate daily requirement)	105,456 m^3/Yr
(g) Annual equipment/ raw material requirement (to enclose a list of type/ quantity/ value)	Exhibit - VI
(h) Building requirement	Exhibit - II
(i) Type of Land and area requirement	2.3703 sq km (585.72 acres)
(k) Goods to be produced	Exhibit - III
(l) System of Sales	Export Sale 100%

9. Detail of foreign capital to be brought in -

	Foreign Currency Currency USD	Estimate Kyats Equivalent
(a) Foreign Currency (type and amount)	3,364,887.92	
(b) Value of machineries Exhibit III (to enclose details)	9,426,666.27	
(c) Value of raw materials and other similar materials		
(d) Value of rights which can be Evaluated, such as, license, Trade mark, patent right		
(e) Value of technical know-how	350,000.00	
(f) Value of building Exhibit - II	5,005,708.81	
(g) Others		
Total	18,147,263.00	

10. Detail of local capital to be contributed (Not Applicable)

(a) Amount of cash

(b) Value of machineries & Equipment

(c) Building / Land

(d) Value of Furniture and office equipment

(e) Value of raw materials

11. Particulars relating to annual production/ services

(a) Type and value of foreign exchange require (Exhibit - IV & IX)

(b) Amount of Foreign exchange to be received (Exhibit - III)

(c) Amount of working capital requirement in (Exhibit - XVI)

(d) Value of exportable Goods/ Services (Exhibit - III)

(e) Value of annual local sales of goods & services

12. List of personnel required for the proposed economic organization (Exhibit - VIII)

(a) Local Personnel required

Sr.No.	Type of personnel	Numbers
1.	Managers	4
2.	Technician & Superintendent	15
3.	Production staff	83
4.	Auxiliary	140
	Total	242

(b) Foreign Expert & Technician required

Sr.No.	Type of personnel	Numbers
1.	Board of Director	3
2.	Managers	15
3.	Engineer & Superintendent	8
4.	Technician & Foremen	20
5.	Auxiliary Production staff	10
	Total	56
	Grand Total	298

13. Particular relating to economic Justification

(a) Annual income	(Exhibit - III)
(b) Annual expenditure	(Exhibit - X)
(c) Annual net profit	(Exhibit - X)
(d) Yearly investment	(Exhibit - IV)
(e) Recoupment period	(Exhibit - XII)
(f) Other benefits (to disclose detail calculation)	(Exhibit - XII, XIII, XIV, XV, XVI)
(g) To mention prospects of new employment Opportunities of local & foreign market Conditions foreign exchange savings	Opportunities of new employment new technology and foreign exchange earning

14. The following documents are attached for proposed investment

1. Draft contract
2. References for business and financial standing
3. (c) Drafts of Memorandum of Association and Articles of Association

Mr. Nguyen Cong Kien
Managing Director
Myanmar Simco Song Da Joint Stock Company Limited.

Signature

Name *Mr.Nguyen Cong Kien*

Designation *Managing Director*

Myanmar Simco Song Da Joint Stock Co.,Ltd

MIC PROPOSAL FORM

LIST OF EXECUTIVES OF MYANMAR SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. (1)

Sr. No.	Full Name	Nationality & Passport No.	Qualification	Designation	Address	Amount of Capital	%
1	Mr. Chu Minh Tuan	Vietnamese B1949511	Irrigation Engineer	Chairman of B.O.M	Hanoi, Vietnam		
2	Mr. Nguyen Cong Kien	Vietnamese S1017016	Mechanical Engineer	Member of B.O.M cum Managing Director	HCMC, Vietnam		
3	Mr. Nguyen Ngoc Kim	Vietnamese B3260150	Chemical Engineer	Member of B.O.M	Hanoi, Vietnam		
4	Mr. Vu Thin	Vietnamese B0830432	Bachelor of English	Vice Director	Hanoi, Vietnam		
5	Mr. Nguyen Ngoc Tu	Vietnamese B5797948	Master of Economic	Vice Sales Director	Hanoi, Vietnam		
6	Mr. Le Binh	Vietnamese B1796229	Bachelor of English	Assistant Director	Hanoi, Vietnam		
7	Mr. Ngo Thien Thuong	Vietnamese S1035974	Geological Engineer	Technical Assistant	Hanoi, Vietnam		
8	Mr. Chu Tuan Anh	Vietnamese B3335190	Bachelor of Economic	Chief Accountant	Hanoi, Vietnam		
					Total Investments	18.147 million	100%

MIC PROPOSAL FORM

VALUE OF BUILDING

MYANMAR SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. (II)

SR. NO			DESCRIPTION	Unit	Building Area	Unit Price (USD)	ESTIMATE COST (USD)
A			Block Processing Plant - Built in Year 1				3,828,337.70
	I		Capital Construction of the Deposit				2,736,000.00
		1	+ Upgrading road access to the deposit	km	4.00	400,000.00	1,600,000.00
		2	+ Construction of the Trenches to the deposit	km	0.66	250,000.00	165,000.00
		3	+ Uprooting, 1st Extraction Ground	m^2	5,000.00	100.00	500,000.00
		4	Construction of Ground to Store blocks	m^2	3,000.00	45.00	135,000.00
		5	,+ Construction of Dumping Ground	m^2	336,000.00	1.00	336,000.00
	II		Auxiliaries of Mining Plant				1,092,337.70
		1	+Office	m^2	300.00	155.21	46,563.00
		2	+Resident for Staff & Labourers	m^2	500.00	147.06	73,530.00
		3	+Canteen	m^2	200.00	214.17	42,834.71
		4	+Transmit Plant	m^2	130.00	214.17	27,842.56
		5	+Transforming Station	m^2	65.00	95.19	6,187.24
		6	+Station of Vans Washing & Water Supply for Roads	m^2	300.00	118.99	35,695.59
		7	+Workshop	m^2	740.00	237.97	176,098.23
		8	+Parking Area for trucks/vans	m^2	1,125.00	40.45	45,511.87
		9	+Gas & Petrol Station	m^2	400.00	166.67	66,666.67
		10	+Water Pumping Station	m^2	50.00	166.58	8,328.97
		11	+ 100m3 Water Tank	m^3	100.00	309.36	30,936.18
		12	+Guard House	m^2	20.00	190.38	3,807.53

MIC PROPOSAL FORM

VALUE OF BUILDING

MYANMAR SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. (II-1)

SR. NO			DESCRIPTION	Unit	Building Area	Unit Price (USD)	ESTIMATE COST (USD)
	II	13	+Parking	m^2	200.00	95.19	19,037.65
		14	+Concrete Road	m^2	15,647.00	26.18	409,587.83
		15	+Fire Protection Piping System (the whole area)			10,708.68	10,708.68
		16	+Outdoor Lighting System			88,049.12	88,049.12
		17	+ Electricity Supply System from the source to the block storing ground			951.88	951.88
B			Tiles Processing Factory - Built in Year 5				1,177,371.11
		1	+Workshop	m^2	4,000.00	114.08	456,320.00
		2	+Resident for Staff & Labourers	m^2	520.00	184.17	95,768.40
		3	+Blocks Ground	m^2	1,125.00	11.90	13,385.85
		4	+Office	m^2	150.00	214.17	32,126.03
		5	+Canteen + Meeting Room + Bathroom	m^2	210.00	214.17	44,976.44
		6	+Transmit Plant	m^2	130.00	190.38	24,748.94
		7	+Transforming Station	m^2	65.00	166.58	10,827.66
		8	+Workshop	m^2	150.00	237.97	35,695.59
		9	+Parking Area for trucks/vans	m^2	750.00	40.45	30,341.25
		10	+Guard House	m^2	20.00	190.38	3,807.53
		11	+Parking	m^2	200.00	142.78	28,556.47
		12	+Concrete Ground	m^2	4,830.00	16.66	80,457.86
		13	+Concrete Road	m^2	5,525.00	26.18	144,626.62
		14	+Parterre	m^2	2,603.00	5.00	13,008.19

MIC PROPOSAL FORM
VALUE OF BUILDING
MYANMAR SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. (II-2)

SR.		NO	DESCRIPTION	Unit	Building Area	Unit Price (USD)	ESTIMATE COST (USD)
B		15	+Fire Protection Piping System			8,804.91	8,804.91
		16	+Information & Communication System			3,807.53	3,807.53
		17	+Outdoor Lightning System			57,112.94	57,112.94
		18	+Piping System from the Water Tank			14,278.24	14,278.24
		19	+Electric Power Sypply System from the source to the Tiles Processing Plant			38,075.29	38,075.29
		20	+Gates & Fences (976m x 2,5m)		2,440.00	16.66	40,645.38
			Total (A+B)				**5,005,708.81**

MIC PROPOSAL FORM
ANNUAL PRODUCTION AND REVENUE STATEMENT
MYANMAR SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. (III-1)

Year	Blocks			Tiles			Total Revenue USD
	Output (m^3)	Sales Price (USD)	Revenue (USD)	Output(m2) .	Sales Price (USD)	Revenue (USD)	
1	Development period						
2	10,000	610	6,100,000				6,100,000
3	20,000	610	12,200,000				12,200,000
4	30,000	610	18,300,000				18,300,000
5	30,000	610	18,300,000				18,300,000
6	30,000	610	18,300,000	50,000	20	1,000,000	19,300,000
7	30,000	610	18,300,000	100,000	20	2,000,000	20,300,000
8	30,000	610	18,300,000	100,000	20	2,000,000	20,300,000
9	30,000	610	18,300,000	100,000	20	2,000,000	20,300,000
10	30,000	610	18,300,000	100,000	20	2,000,000	20,300,000
11	30,000	610	18,300,000	100,000	20	2,000,000	20,300,000
12	30,000	610	18,300,000	100,000	20	2,000,000	20,300,000
13	30,000	610	18,300,000	100,000	20	2,000,000	20,300,000
14	30,000	610	18,300,000	100,000	20	2,000,000	20,300,000
15	30,000	610	18,300,000	100,000	20	2,000,000	20,300,000
16	30,000	610	18,300,000	100,000	20	2,000,000	20,300,000
17	30,000	610	18,300,000	100,000	20	2,000,000	20,300,000
18	30,000	610	18,300,000	100,000	20	2,000,000	20,300,000
19	30,000	610	18,300,000	100,000	20	2,000,000	20,300,000
20	30,000	610	18,300,000	100,000	20	2,000,000	20,300,000
Total	540,000		329,400,000	1,450,000		29,000,000	358,400,000

Notes: - Sales Prices for Blocks and Tiles are FOB - Kyaukphyu Port;

- Recovery Ratio of Blocks at the extracting stage is 20%, in which there are 40% of A-Grade Blocks and 60% of B-Grade Blocks;

- A-Grade Sales Price is 700USD/m^3 & B-Grade Block Sales Price is 550USD/m^3; thus average FOB price for blocks is 610USD/m^3

MIC PROPOSAL FORM
GOODS TO BE PRODUCED
MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. III-2

Unit: USD

Particular	Unit	Year 1 Development Period		Year 2		Year 3		Year 4-5		Year 6		Year 7-20	
				Blocks	Tiles	Blocks	Tiles	Blocks	Tiles	Blocks	Tiles	Blocks	Tiles
I. Production of Goods (Qty)													
Blocks	m^3			10,000		20,000		30,000		30,000	50,000	30,000	100,000
Tiles	m^2			-									
II. Royalty 3% (Gross Output)													
Blocks	m^3			300		600		900		900	1,500	900	3,000
T[illegible]	m^2												
III. Balance to be Shared (97%)													
Blocks	m^3			9,700		19,400		29,100		29,100	48,500	29,100	97,000
Tiles	m^2												
IV.Production Sharing Ratio													
ME(3) 20% of the Balance											-		-
- Blocks	m^3			1,940	-	3,880	-	5,820	-	5,820	9,700	5,820	19,400
- Tiles	m^2												

MIC PROPOSAL FORM
GOODS TO BE PRODUCED
MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. III-3
Unit: USD

Particular	Unit	Year 1 Development Period		Year 2		Year 3		Year 4-5		Year 6		Year 7-20	
				Blocks	Tiles	Blocks	Tiles	Blocks	Tiles	Blocks	Tiles	Blocks	Tiles
MYSICO 80% of the Balance													
- Blocks	m^3			7,760	-	15,520	-	23,280	-	23,280	-	23,280	-
- Tiles	m^2										38,800		77,600
V. Selling Price (FOB)													
Blocks	USD/m^3			610		610	-	610	-	610	-	610	-
Tiles	USD/m^2				20		20		20		20		20
VI. Sales Revenue of MYSICO													
Blocks	USD			4,733,600		9,467,200		14,200,800		14,200,800		14,200,800	
Tiles	USD										776,000		1,552,000
Total Revenue				**4,733,600**		**9,467,200**		**14,200,800**		**14,976,800**		**15,752,800**	

MIC PROPOSAL FORM

ANNUAL PRODUCTION & REVENUE STATEMENT

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. III-4

Unit: USD

Year	Total Revenue	Royalty 3%	Balance to be shared 97 %	Sharing on 97%			
				ME(3). 20% Total	SIMCO Song Da JSC 80%		
					Total	Blocks	Tiles
1	Development period	-	-	-	-	-	-
2	6,100,000	183,000	5,917,000	1,183,400	4,733,600	4,733,600	-
3	12,200,000	366,000	11,834,000	2,366,800	9,467,200	9,467,200	-
4	18,300,000	549,000	17,751,000	3,550,200	14,200,800	14,200,800	-
5	18,300,000	549,000	17,751,000	3,550,200	14,200,800	14,200,800	-
6	19,300,000	579,000	18,721,000	3,744,200	14,976,800	14,200,800	776,000
7	20,300,000	609,000	19,691,000	3,938,200	15,752,800	14,200,800	1,552,000
8	20,300,000	609,000	19,691,000	3,938,200	15,752,800	14,200,800	1,552,000
9	20,300,000	609,000	19,691,000	3,938,200	15,752,800	14,200,800	1,552,000
10	20,300,000	609,000	19,691,000	3,938,200	15,752,800	14,200,800	1,552,000
11	20,300,000	609,000	19,691,000	3,938,200	15,752,800	14,200,800	1,552,000
12	20,300,000	609,000	19,691,000	3,938,200	15,752,800	14,200,800	1,552,000
13	20,300,000	609,000	19,691,000	3,938,200	15,752,800	14,200,800	1,552,000
14	20,300,000	609,000	19,691,000	3,938,200	15,752,800	14,200,800	1,552,000
15	20,300,000	609,000	19,691,000	3,938,200	15,752,800	14,200,800	1,552,000
16	20,300,000	609,000	19,691,000	3,938,200	15,752,800	14,200,800	1,552,000
17	20,300,000	609,000	19,691,000	3,938,200	15,752,800	14,200,800	1,552,000
18	20,300,000	609,000	19,691,000	3,938,200	15,752,800	14,200,800	1,552.000
19	20,300,000	609,000	19,691,000	3,938,200	15,752,800	14,200,800	1,552,000
20	20,300,000	609,000	19,691,000	3,938,200	15,752,800	14,200,800	1,552,000
Total	**358,400,000**	**10,752,000**	**347,648,000**	**69,529,600**	**278,118,400**	**255,614,400**	**22,504,000**

MIC PROPOSAL FORM

YEARLY INVESTMENT/CAPITAL COST

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. IV

Unit: USD

No.	Particular	Equity			Loan			Total
		Year 1	Year 5	Total	Year 1	Year 5	Total	
1	In Cash(Preliminary Exp:)	2,704,418.16		2,704,418.16		660,469.76	660,469.76	3,364,887.92
2	In Building & Construction	3,095,581.84		3,095,581.84	732,755.86	1,177,371.11	1,910,126.97	5,005,708.81
3	Machinery & Equipment			-	8,536,855.14	889,811.13	9,426,666.27	9,426,666.27
4	Technology Fees	200,000.00		200,000.00		150,000.00	150,000.00	350,000.00
	Total	**6,000,000.00**		**6,000,000.00**	**9,269,611.00**	**2,877,652.00**	**12,147,263.00**	**18,147,263.00**

Notes: Costs in Cash including:

Cost for Investment Consultant	555,952.56
Cost for Project Managing	244,184.36
Other Costs	16,518.84
Interest on Investment Loan	898,481.00
Reserve Fee	1,649,751.16
Total	**3,364,887.92**

MIC PROPOSAL FORM

CONSTRUCTION MATERIALS TO BE IMPORTED (IN THE BASICAL CONSTRUCTION PERIOD)

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY

Exhibit No. V

Unit: USD

Sr. No	Description	A/U	Quantity	Unit Price (USD)	Amount (USD)
I	**Year 1 Development Period**				**1,125,443.4**
1	Iron & Steel	ton	284.56	990	281,714.4
2	Cement	ton	965.4	750	724,050.0
3	Metal Roofing	m^2	1,828.0	9.5	17,366.0
4	Other materials				102,313.0
II	**Year 5**				**298,801.6**
1	Iron & Steel	ton	55.22	990	54,667.8
2	Cement	ton	196.7	750	147,525.0
3	Metal Roofing	m^2	7310	9.5	69,445.0
4	Other materials				27,163.8
	Total (I+II)				**1,424,245.0**

MIC PROPOSAL FORM

ANNUAL RAW MATERIALS TO BE IMPORTED

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY

Exhibit No. VI

Unit: USD

Sr. No.	Description	Unit	Quantity	Unit Price	Amount (USD)
	Year 2 (Production Period)				**2,004,220**
I	Materials & Spare Parts (Diamond wires, tires and tubes…)	set	1	448184.9	448,185
II	Fuel				
1	Diesel	litre	1,460,685	1.02	1,489,898
2	Lubricant	litre	70,537	0.85	59,957
3	Petrol	litre	6,000	1.03	6,180
	Year 3				**2,212,968**
I	Materials & Spare Parts (Diamond wires, tires and tubes…)	set	1	507942.9	507,943
II	Fuel				
1	Diesel	litre	1,606,753	1.02	1,638,888
2	Lubricant	litre	70,537	0.85	59,957
3	Petrol	litre	6,000	1.03	6,180
	Year 4				**2,466,493**
I	Materials & Spare Parts (Diamond wires, tires and tubes…)	set	1	597579.9	597,580
II	Fuel				
1	Diesel	litre	1,767,428	1.02	1,802,777
2	Lubricant	litre	70,537	0.85	59,957
3	Petrol	litre	6,000	1.03	6,180

MIC PROPOSAL FORM

ANNUAL RAW MATERIALS TO BE IMPORTED

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY

Exhibit No. VI-1

Unit: USD

Sr. No.	Description	Unit	Quantity	Unit Price	Amount (USD)
	Year 5				**2,646,771**
I	Materials & Spare Parts (Diamond wires, tires and tubes…)	set	1	597,579.90	597,580
II	Fuel				
1	Diesel	litre	1,944,171	1.02	1,983,055
2	Lubricant	litre	70,537	0.85	59,957
3	Petrol	litre	6,000	1.03	6,180
	Year 6				**2,830,395**
I	Materials & Spare Parts (Diamond wires, tires and tubes…)	set	1	671,274.46	671,274
II	Fuel				
1	Diesel	litre	2041379.657	1.02	2,082,207
2	Lubricant	litre	77,156	0.85	65,583
3	Petrol	litre	11000	1.03	11,330
	Year 7				**3,307,125**
I	Materials & Spare Parts (Diamond wires, tires and tubes…)	set	1	939,784.24	939,784
II	Fuel				
1	Diesel	litre	2,245,518	1.02	2,290,428
2	Lubricant	litre	77,156	0.85	65,583
3	Petrol	litre	11,000	1.03	11,330
	Year 8-20				**3,630,146**
I	Materials & Spare Parts (Diamond wires, tires and tubes…)	set	1	1,033,762.66	1,033,763
II	Fuel				
1	Diesel	litre	2,470,069	1.02	2,519,471
2	Lubricant	litre	77,156	0.85	65,583
3	Petrol	litre	11,000	1.03	11,330

Notes:

From the Year 8 on, the amount of materials to be imported is stable. So, the value of importation is the same.

LIST OF MACHINERY & EQUIPMENT TO BE IMPORTED
MYANMAR SIMCO SONG DA JOINT STOCK CO., Ltd.

Exhibit No. VII
Unit: USD

No	Descrpition	Unit	Qty	Unit Price	Amount
A	**Mining Equipment - Invested in Year 1 of the Project**				**8,536,855.1**
I	**Mining Equipment(Machineries & Equipment)**				**4,550,385.8**
1	Diamond Block Saw Cutting, capacity of 12m2/h, electric power consumption: 37,5 kw/h	set	6	37,442.4	224,654.4
2	QS4000D Chain Saw	item	1	201,483.6	201,483.6
3	Hydraulic Drill, Diameter 65-105mm (same as Furukawa HCR9-D)	item	1	386,400.0	386,400.0
4	Holes Drill, Diameter 76-90mm (same as DTH -180)	item	3	28,270.8	84,812.4
5	Hand Drill, Diameter 46mm (same as RH571-35 (3,2m3/ph)	item	8	2,005.2	16,041.6
6	Air Compressor, Capacity 21m3/minute	item	4	22,667.0	90,668.0
7	Backhoe Hydraulic Excavator, capacity 2,6m^3, similar with CAT-350	item	2	384,000.0	768,000.0
8	Hydraulic Hammer for rock breaking 3000-4000kg	item	2	84,000.0	168,000.0
9	305HP Bulldozer with capacity 305 HP, similar with CAT-D8R	item	2	430,400.4	860,800.8
10	20-ton auto-action load self-lifting crane	item	2	117,480.0	234,960.0
11	15 -ton Forklift (same as Komat'su Model FD100-8)	item	2	132,000.0	264,000.0
12	15-ton Suspension Crane with aperture 5+15+5, L: 70m	set	2	80,199.6	160,399.2
13	a complete 200KVA Transformer Station, a full set	set	1	6,853.6	6,853.6
14	250KVA Generator	set	2	28,556.5	57,113.0
15	5-ton Crane	item	1	42,000.0	42,000.0
16	Stone Waste Processing Line for Construction Materials	Line	1	800,000.0	800,000.0
17	Water Well Pump made in Korea	item	4	21,000.0	84,000.0
18	Detonator Electrical Resistance Meter	item	5	3,600.0	18,000.0
19	Electrical Blaster	set	5	5,400.0	27,000.0
20	Geodetic Measuring Instrument with leveling pole	set	2	24,000.0	48,000.0
21	5-km Radial Walkie-Talkie	set	20	360.0	7,200.0
II	**Mining Equipment (Vehicle)**				**3,385,280.0**
1	7-ton Dump Truck	item	1	60,000.0	60,000.0
2	19-ton Truck, similar with HD-320 Hyundai, tonnage	item	4	108,000.0	432,000.0
3	32-ton Dump Truck. Similar with D32 made in China	item	4	245,520.0	982,080.0
4	30-ton Tractor Truck + semi trailer, similar Tractor HD-700+ semi trailer made in China	item	16	110,000.0	1,760,000.0
5	Fuel Vehicles with Capacity of 7m^3 Truck	item	1	55,200.0	55,200.0
6	Mobile Repairing Vehicle with repairing tools	item	1	96,000.0	96,000.0

LIST OF MACHINERY & EQUIPMENT TO BE IMPORTED

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. VII-1

Unit: USD

No.	Descrpition	Unit	Qty	Unit Price	Amount
III	**Motor Vehicle (for office use)**				**399,300.0**
1	Cross-country 4WD van (similar with Landcruiser-Toyota)	item	2	143,000.0	286,000.0
2	Pickup Truck 4WD (similar with HiluxG 4x4-Toyota)	item	2	38,500.0	77,000.0
3	16-seaters Minibus (similar with Hiace-Toyota, using diesel)	item	1	36,300.0	36,300.0
IV	**Office Equipment**				**80,000.0**
1	Office Equipment: Photocopy Machine, Telephones, Fax Machines, Scanner, Projector, T V…	Complete		80,000.0	80,000.0
V	**Auxiliary Equipment**				**121,889.3**
1	50KVA Generator	set	1	7,000.0	7,000.0
2	Fire Protection Water Pump: Q=54m3/h; H=70m	set	2	3,972.2	7,944.4
3	Informatic & Communication System	system	1	6,111.6	6,111.6
4	Water Pumping and Vans Washing Tap System	system	1	27,500.0	27,500.0
5	Fuel Supply System (diesel tank, diesel pumping machine)	system	1	73,333.3	73,333.3
B	**Tiles Processing Factory - Invested in Year 5 of the Project**				**889,811.1**
I	**Equipment for Tiles Processing Factory**				**646,115.8**
1	XMJ850-10C auto Polishing Grinding Machine	set	1	108,000.0	108,000.0
2	QSQJ-2000 Bridge Cutting Machine	set	4	30,000.0	120,000.0
3	ZDCQ-400 Bridge Cutting Machine	set	1	25,200.0	25,200.0
4	SYJ-400 Manual Trimming Cutter	set	1	6,000.0	6,000.0
5	HBX4-1500 Double-Edge Cross Cutter	set	2	14,400.0	28,800.0
6	20-ton Suspension Crane with aperture 5+15+5, H= 7m; L= 100m	set	1	86,628.0	86,628.0
7	3-ton Suspension Crane with aperture19,5m; H= 6m; L= 100m	set	1	28,332.0	28,332.0
8	3-ton Forklift, similar with Komat'su FD30T-17	item	2	34,800.0	69,600.0
9	15-ton Forklift, similar with Komat'su Model FD100-8	item	1	132,000.0	132,000.0
10	Fire Protection Water Pump: $Q=54m^3/h$; H=70m	item	2	3,972.2	7,944.4
11	Informatic & Communication System	system	1	6,111.4	6,111.4
12	Water Pumping and Vans Washing Tap System	system	1	27,500.0	27,500.0

LIST OF MACHINERY & EQUIPMENT TO BE IMPORTED

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. VII-2

Unit: USD

No.	Descrpition	Unit	Qty	Unit Price	Amount
II	**Office Equipment**				**80,000.0**
1	Office Equipment: Photocopy Machine, Telephones, Fax Machines, Scanner, Projector, T V…	Complete		80,000.0	80,000.0
III	**Auxiliary Equipment**				**163,695.3**
1	500KVA Transformer Station	set	1	15,000.0	15,000.0
2	250KVA Generator	set	1	28,556.5	28,556.5
3	Fire Protection Water Pump: Q=54m^3/h; H=70m	item	2	3,972.2	7,944.4
4	Informatic & Communication System	system	1	6,111.1	6,111.1
5	Water Well Pump made in Korea	item	1	5,250.0	5,250.0
6	Water Pumping and Vans Washing Tap System	system	1	27,500.0	27,500.0
7	Fuel Supply System (diesel tank, diesel pumping machine)	system	1	73,333.3	73,333.3
C	**TOTAL (A+B)**				**9,426,666.2**

<u>Notes:</u>

Equipment Prices are CIF Yangon Port - Republic of the Union of Myanmar

MIC PROPOSAL FORM

LIST OF PERSONNEL REQUIREMENT

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. VIII

Sr. No.	Description	Quantity	Monthly Basic Salary (USD)	Net Salary/year (USD)
A	**Local**	**242**		**625,200**
1	Departmental Managers	4	1000	48000
2	Technicians & Superintendents	15	700	126000
3	Production Staff	83	200	199200
4	Auxiliary Production Staff	140	150	252000
B	**Foreigners**	**56**		**750000**
1	Board of Directors	3	3000	108,000
2	Departmental Managers	15	1,500	270000
3	Senior Engineers & Superintendents	8	1,000	96000
4	Technicians & Foremen	20	1,000	240000
5	Production Staff	10	300	36000
	Total	**298**		**1,375,200**

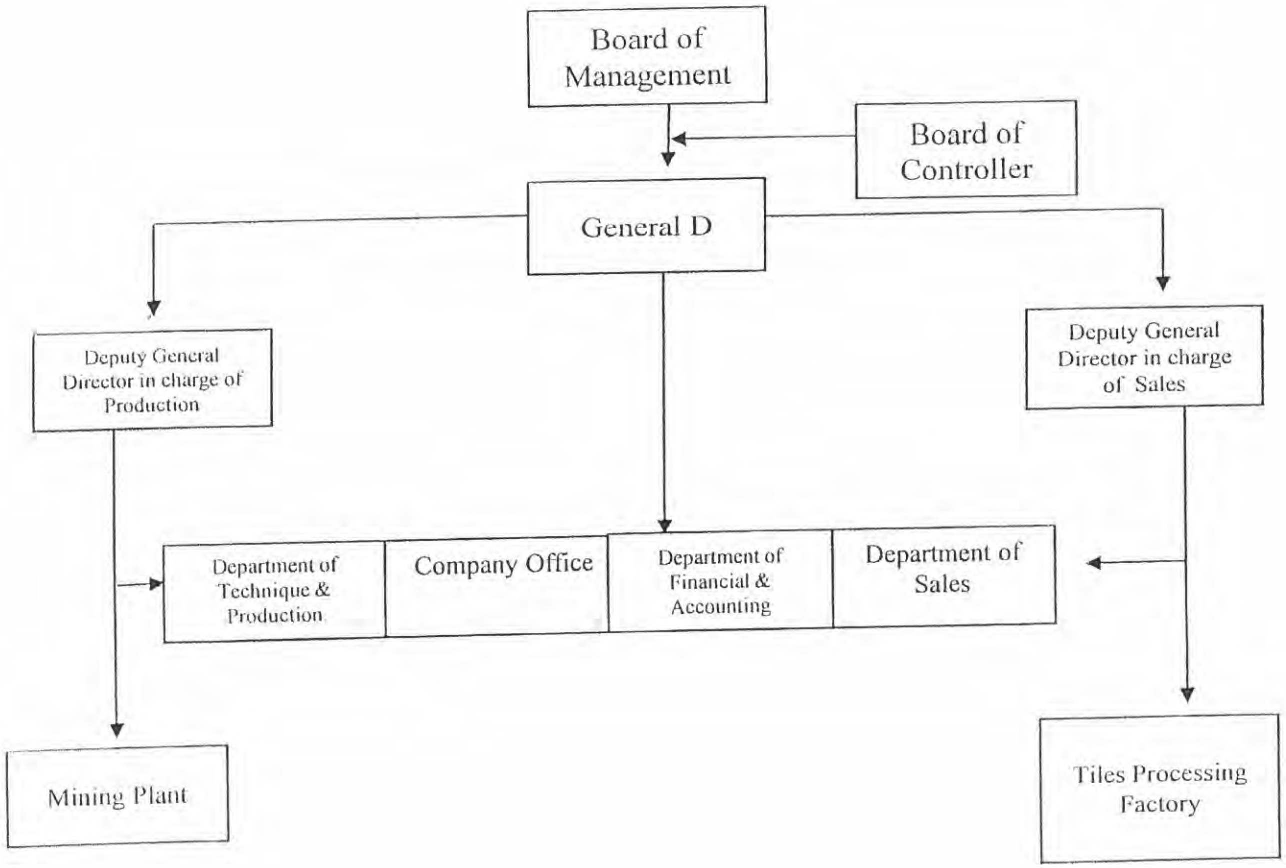
Notes: Salary may be increased accoring to their performance.

MIC PROPOSAL FORM

ORGANIZATION CHART

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. IX



MIC PROPOSAL FORM

PARTICULAR RELATING TO ECONOMIC JUSTIFICATION

PROFIT AND LOSS BUDGET

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. X

Unit: USD

Sr. No.	Particular	Devlopment Period	Production Period			
		Year 1	Year 2	Year 3	Year 4	Year 5
I	**Sales Income:**		**4,733,600.00**	**9,467,200.00**	**14,200,800.00**	**14,200,800.00**
1	Blocks		4,733,600.00	9,467,200.00	14,200,800.00	14,200,800.00
2	Tiles		-	-	-	-
II	**Cost of Production**		**4,595,350.74**	**4,907,125.85**	**4,886,255.67**	**5,236,557.18**
1	Materials		737,066.60	810,773.30	891,850.60	981,035.60
2	Direct Labour		1,100,160.00	1,100,160.00	1,100,160.00	1,100,160.00
3	Fuel & Electricity Power		1,489,898.22	1,638,888.04	1,802,776.84	1,983,054.53
4	Other Production Costs		1,268,225.92	1,357,304.52	1,091,468.23	1,172,307.05
III	**Total Profit (I-II)**		**138,249.26**	**4,560,074.15**	**9,314,544.33**	**8,964,242.82**
IV	**Indirect Cost of Production**	**4148.03**	**3,133,788.02**	**3,474,128.36**	**3,798,413.65**	**3,674,818.85**
1	Dead Rent	4148.03	5,925.75	5,925.75	5,925.75	5,925.75
2	Repair & Maintenance		448,184.90	507,942.90	597,579.90	597,579.90
3	Other Administration Costs		79,795.49	152,620.63	179,511.72	179,511.72
4	Depreciation & Amortization		1,526,961.00	1,526,961.00	1,526,961.00	1,526,961.00
5	Export Tax: 7% of Turnover		331,352.00	662,704.00	994,056.00	994,056.00
6	Interest on Loan		741,568.88	617,974.08	494,379.28	370,784.48
V	**Profit before Tax (III-IV)**	**(4148.03)**	**(2,995,538.76)**	**1,085,945.79**	**5,516,130.68**	**5,289,423.97**
VI	**Income Tax 15%**					**793,413.60**
VII	**Profit after Tax**	**(4148.03)**	**(2,995,538.76)**	**1,085,945.79**	**5,516,130.68**	**4,496,010.37**

MIC PROPOSAL FORM

PARTICULAR RELATING TO ECONOMIC JUSTIFICATION

PROFIT AND LOSS BUDGET

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. X-1

Unit: USD

Sr. No.	Particular	Production Period				
		Year 6	Year 7	Year 8	Year 9	Year 10
I	**Sales Income:**	**14,976,800.00**	**15,752,800.00**	**15,752,800.00**	**15,752,800.00**	**15,752,800.00**
1	Blocks	14,200,800.00	14,200,800.00	14,200,800.00	14,200,800.00	14,200,800.00
2	Tiles	776,000.00	1,552,000.00	1,552,000.00	1,552,000.00	1,552,000.00
II	**Cost of Production**	**5,689,465.28**	**6,085,446.86**	**6,383,202.50**	**6,383,202.50**	**6,383,202.50**
1	Materials	963,804.50	1,060,185.00	1,060,185.00	1,060,185.00	1,060,185.00
2	Direct Labour	1,375,200.00	1,375,200.00	1,375,200.00	1,375,200.00	1,375,200.00
3	Fuel & Electricity Power	2,082,207.25	2,290,427.98	2,519,470.78	2,519,470.78	2,519,470.78
4	Other Production Costs	1,268,253.53	1,359,633.88	1,428,346.72	1,428,346.72	1,428,346.72
III	**Total Profit (I-II)**	**9,287,334.72**	**9,667,353.14**	**9,369,597.50**	**9,369,597.50**	**9,369,597.50**
IV	**Indirect Cost of Production**	**4,507,092.19**	**4,834,896.30**	**4,759,237.60**	**4,713,196.20**	**4,667,153.80**
1	Dead Rent	5,925.75	5,925.75	5,925.75	5,925.75	5,925.75
2	Repair & Maintenance	671,274.50	939,784.20	1,033,762.70	1,033,762.70	1,033,762.70
3	Other Administration Costs	201,623.10	376,234.71	376,234.71	376,234.71	376,234.71
4	Depreciation & Amortization	2,102,491.00	2,102,491.00	2,102,491.00	2,102,492.00	2,102,492.00
5	Export Tax: 7% of Turnover	1,048,376.00	1,102,696.00	1,102,696.00	1,102,696.00	1,102,696.00
6	Interest on Loan	477,401.84	307,764.64	138,127.44	92,085.04	46,042.64
V	**Profit before Tax (III-IV)**	**4,780,242.53**	**4,832,456.84**	**4,610,359.90**	**4,656,401.31**	**4,702,443.70**
VI	**Income Tax 15%**	**717,036.38**	**724,868.53**	**691,553.99**	**698,460.20**	**705,366.56**
VII	**Profit after Tax**	**4,063,206.15**	**4,107,588.31**	**3,918,805.91**	**3,957,941.10**	**3,997,077.14**

MIC PROPOSAL FORM

PARTICULAR RELATING TO ECONOMIC JUSTIFICATION

PROFIT AND LOSS BUDGET

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. X-2

Unit: USD

Sr. No.	Particular	Production Period				
		Year 11	Year 12	Year 13	Year 14 to 20	Total
I	**Sales Income:**	**15,752,800.00**	**15,752,800.00**	**15,752,800.00**	**15,752,800.00**	**278,118,400.00**
1	Blocks	14,200,800.00	14,200,800.00	14,200,800.00	14,200,800.00	255,614,400.00
2	Tiles	1,552,000.00	1,552,000.00	1,552,000.00	1,552,000.00	22,504,000.00
II	**Cost of Production**	**6,383,202.50**	**6,383,202.50**	**6,383,202.50**	**6,383,202.50**	**114,381,834.09**
1	Materials	1,060,185.00	1,060,185.00	1,060,185.00	1,060,185.00	19,227,120.60
2	Direct Labour	1,375,200.00	1,375,200.00	1,375,200.00	1,375,200.00	25,028,640.00
3	Fuel & Electricity Power	2,519,470.78	2,519,470.78	2,519,470.78	2,519,470.78	44,040,373.00
4	Other Production Costs	1,428,346.72	1,428,346.72	1,428,346.72	1,428,346.72	26,085,700.49
III	**Total Profit (I-II)**	**9,369,597.50**	**9,369,597.50**	**9,369,597.50**	**9,369,597.50**	**163,736,565.91**
IV	**Indirect Cost of Production**	**4,045,581.16**	**2,518,619.16**	**2,518,619.16**	**2,518,619.16**	**64,280,026.60**
1	Dead Rent	5,925.75	5,925.75	5,925.75	5,925.75	116,737.28
2	Repair & Maintenance	1,033,762.70	1,033,762.70	1,033,762.70	1,033,762.70	17,201,261.40
3	Other Administration Costs	376,234.71	376,234.71	376,234.71	376,234.71	6,060,348.60
4	Depreciation & Amortization	1,526,962.00	-	-	-	18,147,263.00
5	Export Tax: 7% of Turnover	1,102,696.00	1,102,696.00	1,102,696.00	1,102,696.00	19,468,288.00
6	Interest on Loan	-	-	-	-	3,286,128.32
V	**Profit before Tax (III-IV)**	**5,324,016.34**	**6,850,978.34**	**6,850,978.34**	**6,850,978.34**	**99,456,539.31**
VI	**Income Tax 15%**	**798,602.45**	**1,027,646.75**	**1,027,646.75**	**1,027,646.75**	**14,378,122.46**
VII	**Profit after Tax**	**4,525,413.89**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**	**85,078,416.85**

MIC PROPOSAL FORM

PARTICULAR RELATING TO ECONOMIC JUSTIFICATION
ANNUAL TOTAL OPERATION COST STATEMENT
MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. XI
Unit: USD

Sr. No.	Particular	Devlopment Period	Production Period			
		Year 1	Year 2	Year 3	Year 4	Year 5
I	**Production Cost**		**4,595,350.74**	**4,907,125.86**	**4,886,255.67**	**5,236,557.18**
1	Materials		737,066.60	810,773.30	891,850.60	981,035.60
2	Direct Labour		1,100,160.00	1,100,160.00	1,100,160.00	1,100,160.00
3	Fuel & Electricity		1,489,898.22	1,638,888.04	1,802,776.84	1,983,054.53
4	Other Production Costs		1,268,225.92	1,357,304.52	1,091,468.23	1,172,307.05
II	**Other Indirect Production Costs**	**4148.03**	**3,133,788.02**	**3,474,128.36**	**3,798,413.65**	**3,674,818.85**
1	Dead Rent	4148.03	5,925.75	5,925.75	5,925.75	5,925.75
2	Repair & Maintenance		448,184.90	507,942.90	597,579.90	597,579.90
3	Other Administration Costs		79,795.49	152,620.63	179,511.72	179,511.72
4	Depreciation & Amortization		1,526,961.00	1,526,961.00	1,526,961.00	1,526,961.00
5	Export Tax: 7% of Revenue		331,352.00	662,704.00	994,056.00	994,056.00
6	Interest on Loan	-	741,568.88	617,974.08	494,379.28	370,784.48
	Total (I+ II)	**4148.03**	**7,729,138.76**	**8,381,254.22**	**8,684,669.32**	**8,911,376.03**

MIC PROPOSAL FORM

PARTICULAR RELATING TO ECONOMIC JUSTIFICATION

ANNUAL TOTAL OPERATION COST STATEMENT

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. XI-1

Unit: USD

Sr. No.	Particular	Production Period				
		Year 6	Year 7	Year 8	Year 9	Year 10
I	**Production Cost**	**5,689,465.28**	**6,085,446.86**	**6,383,202.50**	**6,383,202.50**	**6,383,202.50**
1	Materials	963,804.50	1,060,185.00	1,060,185.00	1,060,185.00	1,060,185.00
2	Direct Labour	1,375,200.00	1,375,200.00	1,375,200.00	1,375,200.00	1,375,200.00
3	Fuel & Electricity	2,082,207.25	2,290,427.98	2,519,470.78	2,519,470.78	2,519,470.78
4	Other Production Costs	1,268,253.53	1,359,633.88	1,428,346.72	1,428,346.72	1,428,346.72
II	**Other Indirect Production Costs**	**4,507,092.19**	**4,834,896.30**	**4,759,237.60**	**4,713,196.20**	**4,667,153.80**
1	Dead Rent	5,925.75	5,925.75	5,925.75	5,925.75	5,925.75
2	Repair & Maintenance	671,274.50	939,784.20	1,033,762.70	1,033,762.70	1,033,762.70
3	Other Administration Costs	201,623.10	376,234.71	376,234.71	376,234.71	376,234.71
4	Depreciation & Amortization	2,102,491.00	2,102,491.00	2,102,491.00	2,102,492.00	2,102,492.00
5	Export Tax: 7% of Revenue	1,048,376.00	1,102,696.00	1,102,696.00	1,102,696.00	1,102,696.00
6	Interest on Loan	477,401.84	307,764.64	138,127.44	92,085.04	46,042.64
	Total (I+ II)	**10,196,557.47**	**10,920,343.16**	**11,142,440.10**	**11,096,398.69**	**11,050,356.30**

MIC PROPOSAL FORM

RECOUPMENT PERIOD

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. XII

Unit: USD

Sr. No.	Particular	Devlopment Period	Production Period			
		Year 1	Year 2	Year 3	Year 4	Year 5
I	**Cash in Flow**					
1	Profit (Loss) after Tax	(4,148.03)	(2,995,538.76)	1,085,945.78	5,516,130.68	4,496,010.37
2	Depreciation & Amortization	-	1,526,961.00	1,526,961.00	1,526,961.00	1,526,961.00
	Total (I)	**(4,148.03)**	**(1,468,577.76)**	**2,612,906.78**	**7,043,091.68**	**6,022,971.37**
II	**Caash out Flow**					
1	In Cash(Preliminary Exp:)	2,704,418.16				660,469.76
2	In Building	3,828,337.70				1,177,371.11
3	In Machinery & Equipment	8,536,855.14				889,811.13
4	Technology Fee	200,000.00				150,000.00
5	Loan Repayment	-	1,544,935.00	1,544,935.00	1,544,935.00	1,544,935.00
	Total (II)	**15,269,611.00**	**1,544,935.00**	**1,544,935.00**	**1,544,935.00**	**4,422,587.00**
III	**Net Cash Flow**	**(15,273,759.03)**	**(3,013,512.76)**	**1,067,971.78**	**5,498,156.68**	**1,600,384.37**
1	Opening Balance	-	(15,273,759.03)	(18,287,271.79)	(17,219,300.01)	(11,721,143.33)
2	Closing Balance	(15,273,759.03)	(18,287,271.79)	(17,219,300.01)	(11,721,143.33)	(10,120,758.96)

Note: Recoupment period is (7) years and (4) months

	USD	Period
Year 1 to 7	-1985912.50	7 Years
Year 8 (1985912.50/ 5445766.91) x 12 Months	+1985912.50	4 Months
	-	7 Years and 4 Months

MIC PROPOSAL FORM

RECOUPMENT PERIOD

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. XII-1

Unit: USD

Sr. No.	Particular	Production Period				
		Year 6	Year 7	Year 8	Year 9	Year 10
I	**Cash in Flow**					
1	Profit (Loss) after Tax	4,063,206.15	4,107,588.31	3,918,805.91	3,957,941.10	3,997,077.14
2	Depreciation & Amortization	2,102,491.00	2,102,491.00	2,102,491.00	2,102,492.00	2,102,492.00
	Total (I)	**6,165,697.15**	**6,210,079.31**	**6,021,296.91**	**6,060,433.10**	**6,099,569.14**
II	**Caash out Flow**					
1	In Cash(Preliminary Exp:)					
2	In Building					
3	In Machinery & Equipment					
4	Technology Fee					
5	Loan Repayment	2,120,465.00	2,120,465.00	575,530.00	575,530.00	575,533.00
	Total (II)	**2,120,465.00**	**2,120,465.00**	**575,530.00**	**575,530.00**	**575,533.00**
III	**Net Cash Flow**	**4,045,232.15**	**4,089,614.31**	**5,445,766.91**	**5,484,903.10**	**5,524,036.14**
1	Opening Balance	(10,120,758.96)	(6,075,526.81)	(1,985,912.50)	3,459,854.41	8,944,757.51
2	Closing Balance	(6,075,526.81)	(1,985,912.50)	3,459,854.41	8,944,757.51	14,468,793.65

Note: Recoupment period is (7) years and (4) months

	USD	Period
		7 Years
Year 1 to 7	-1985912.50	4 Months
Year 8 (1985912.50/ 5445766.91) x 12 Months	+1985912.50	
	-	7 Years and 4 Months

MIC PROPOSAL FORM

RECOUPMENT PERIOD

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. XII-2

Unit: USD

Sr. No.	Particular	Production Period				
		Year 11	Year 12	Year 13	Year 14	Year 15
I	**Cash in Flow**					
1	Profit (Loss) after Tax	4,525,413.89	5,823,331.59	5,823,331.59	5,823,331.59	5,823,331.59
2	Depreciation & Amortization	1,526,962.00	-	-	-	-
	Total (I)	**6,052,375.89**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**
II	**Caash out Flow**					
1	In Cash(Preliminary Exp:)					
2	In Building					
3	In Machinery & Equipment					
4	Technology Fee					
5	Loan Repayment					
	Total (II)	-	-	-	-	-
III	**Net Cash Flow**	**6,052,375.89**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**
1	Opening Balance	14,468,793.65	20,521,169.54	26,344,501.13	32,167,832.72	37,991,164.31
2	Closing Balance	20,521,169.54	26,344,501.13	32,167,832.72	37,991,164.31	43,814,495.90

MIC PROPOSAL FORM

RECOUPMENT PERIOD

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. XII-3

Unit: USD

Sr. No.	Particular	Production Period				
		Year 16	Year 17	Year 18	Year 19	Year 20
I	**Cash in Flow**					
1	Profit (Loss) after Tax	5,823,331.59	5,823,331.59	5,823,331.59	5,823,331.59	5,823,331.59
2	Depreciation & Amortization	-	-	-	-	-
	Total (I)	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**
II	**Caash out Flow**					
1	In Cash(Preliminary Exp:)					
2	In Building					
3	In Machinery & Equipment					
4	Technology Fee					
5	Loan Repayment					
	Total (II)	-	-	-	-	-
III	**Net Cash Flow**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**
1	Opening Balance	43,814,495.90	49,637,827.49	55,461,159.08	61,284,490.67	67,107,822.26
2	Closing Balance	49,637,827.49	55,461,159.08	61,284,490.67	67,107,822.26	72,931,153.85

MIC PROPOSAL FORM

INTERNAL RATE OF RETURNS

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. XIII

Unit: USD

Year	Total Investment Capital	Profit after Tax	Depreciation & Amortization	Loan Repayment	Cash Flow after Tax (5=2+3-4-1)	DF 15 %		DF 20 %	
						Rate	PV	Rate	PV
	1	2	3	4	5	6	7	8	9
1	15,269,611.00	(4,148.03)	-	-	(15,273,759.03)	1.000	(15,273,759)	1.000	(15,273,759)
2		(2,995,538.76)	1,526,961.00	1,544,935.00	(3,013,512.76)	0.870	(2,621,756)	0.833	(2,510,256)
3		1,085,945.78	1,526,961.00	1,544,935.00	1,067,971.78	0.756	807,387	0.694	741,172
4		5,516,130.68	1,526,961.00	1,544,935.00	5,498,156.68	0.658	3,617,787	0.579	3,183,433
5	2,877,652.00	4,496,010.37	1,526,961.00	1,544,935.00	1,600,384.37	0.572	915,420	0.482	771,385
6		4,063,206.15	2,102,491.00	2,120,465.00	4,045,232.15	0.497	2,010,480	0.402	1,626,183
7		4,107,588.31	2,102,491.00	2,120,465.00	4,089,614.31	0.432	1,766,713	0.335	1,370,021
8		3,918,805.91	2,102,491.00	575,530.00	5,445,766.91	0.376	2,047,608	0.279	1,519,369
9		3,957,941.10	2,102,492.00	575,530.00	5,484,903.10	0.327	1,793,563	0.233	1,277,982
10		3,997,077.14	2,102,492.00	575,533.00	5,524,036.14	0.284	1,568,826	0.194	1,071,663
11		4,525,413.89	1,526,962.00		6,052,375.89	0.247	1,494,937	0.162	980,485
12		5,823,331.59			5,823,331.59	0.215	1,252,016	0.135	786,150
13		5,823,331.59			5,823,331.59	0.187	1,088,963	0.112	652,213
14		5,823,331.59			5,823,331.59	0.163	949,203	0.093	541,570
15		5,823,331.59			5,823,331.59	0.141	821,090	0.078	454,220
16		5,823,331.59			5,823,331.59	0.123	716,270	0.065	378,517
17		5,823,331.59			5,823,331.59	0.107	623,096	0.054	314,460
18		5,823,331.59			5,823,331.59	0.093	541,570	0.045	262,050
19		5,823,331.59			5,823,331.59	0.081	471,690	0.038	221,287
20		5,823,331.59			5,823,331.59	0.070	407,633	0.031	180,523
Total	**18,147,263.00**	**85,078,416.85**	**18,147,263.00**	**12147263.00**	**72,931,153.85**		**4,998,737**		**(1,451,332)**

Internal Rate of Return = 15 + 5 (4998737/6450069)
= 15 + 3.87
= 18.87 %

AMOUNT OF WORKING CAPITAL REQUIREMENT & CASH FLOW STATEMENT

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. XIV

Unit: USD

STT		Particular	Year 1	Year 2	Year 3	Year 4	Year 5
I		CASH IN FLOW					
	1	Loan	9,269,611.00				2,877,652.00
	2	Profit (Loss) after Tax	(4,148.03)	(2,995,538.76)	1,085,945.78	5,516,130.68	4,496,010.37
	3	Depreciation & Amortization	-	1,526,961.00	1,526,961.00	1,526,961.00	1,526,961.00
		Sub Total (I)	**9,265,462.97**	**(1,468,577.76)**	**2,612,906.78**	**7,043,091.68**	**8,900,623.37**
II		CASH OUT FLOW					
	1	Building	3,828,337.70				1,177,371.11
	2	Machinery & Equipment	8,536,855.14				889,811.13
	3	Loan Repayment		1,544,935.00	1,544,935.00	1,544,935.00	1,544,935.00
	4	Technology Fees	200,000.00	-	-	-	150,000.00
	5	Preliminery Exp:	2,704,418.16	-	-	-	660,469.76
		Sub Total (II)	**15,269,611.00**	**1,544,935.00**	**1,544,935.00**	**1,544,935.00**	**4,422,587.00**
III		**NET CASH FLOW**	**(6,004,148.03)**	**(3,013,512.76)**	**1,067,971.78**	**5,498,156.68**	**4,478,036.37**
	1	OPENING BALANCE	-	(6,004,148.03)	(9,017,660.79)	(7,949,689.01)	(2,451,532.33)
	2	CLOSING BALANCE	(6,004,148.03)	(9,017,660.79)	(7,949,689.01)	(2,451,532.33)	2,026,504.04

MIC PROPOSAL FORM

AMOUNT OF WORKING CAPITAL REQUIREMENT & CASH FLOW STATEMENT

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. XIV-1

Unit: USD

STT		Particular	Year 6	Year 7	Year 8	Year 9	Year 10
I		CASH IN FLOW					
	1	Loan					
	2	Profit (Loss) after Tax	4,063,206.15	4,107,588.31	3,918,805.91	3,957,941.10	3,997,077.14
	3	Depreciation & Amortization	2,102,491.00	2,102,491.00	2,102,491.00	2,102,492.00	2,102,492.00
		Sub Total (I)	**6,165,697.15**	**6,210,079.31**	**6,021,296.91**	**6,060,433.10**	**6,099,569.14**
II		CASH OUT FLOW					
	1	Building					
	2	Machinery & Equipment					
	3	Loan Repayment	2,120,465.00	2,120,465.00	575,530.00	575,530.00	575,533.00
	4	Technology Fees					
	5	Preliminery Exp:					
		Sub Total (II)	**2,120,465.00**	**2,120,465.00**	**575,530.00**	**575,530.00**	**575,533.00**
III		NET CASH FLOW	**4,045,232.15**	**4,089,614.31**	**5,445,766.91**	**5,484,903.10**	**5,524,036.14**
	1	OPENING BALANCE	2,026,504.04	6,071,736.19	10,161,350.50	15,607,117.41	21,092,020.51
	2	CLOSING BALANCE	6,071,736.19	10,161,350.50	15,607,117.41	21,092,020.51	26,616,056.65

MIC PROPOSAL FORM

AMOUNT OF WORKING CAPITAL REQUIREMENT & CASH FLOW STATEMENT

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. XIV-2

Unit: USD

STT		Particular	Year 11	Year 12	Year 13	Year 14	Year 15
I		CASH IN FLOW					
	1	Loan					
	2	Profit (Loss) after Tax	4,525,413.89	5,823,331.59	5,823,331.59	5,823,331.59	5,823,331.59
	3	Depreciation & Amortization	1,526,962.00				
		Sub Total (I)	**6,052,375.89**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**
II		CASH OUT FLOW					
	1	Building					
	2	Machinery & Equipment					
	3	Loan Repayment	-	-	-	-	-
	4	Technology Fees					
	5	Preliminery Exp:					
		Sub Total (II)	-	-	-	-	-
III		NET CASH FLOW	**6,052,375.89**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**
	1	OPENING BALANCE	26,616,056.65	32,668,432.54	38,491,764.13	44,315,095.72	50,138,427.31
	2	CLOSING BALANCE	32,668,432.54	38,491,764.13	44,315,095.72	50,138,427.31	55,961,758.90

MIC PROPOSAL FORM

AMOUNT OF WORKING CAPITAL REQUIREMENT & CASH FLOW STATEMENT

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. XIV-3

Unit: USD

STT		Particular	Year 16	Year 17	Year 18	Year 19	Year 20
I		CASH IN FLOW					
	1	Loan					
	2	Profit (Loss) after Tax	5,823,331.59	5,823,331.59	5,823,331.59	5,823,331.59	5,823,331.59
	3	Depreciation & Amortization					
		Sub Total (I)	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**
II		CASH OUT FLOW					
	1	Building					
	2	Machinery & Equipment					
	3	Loan Repayment	-	-	-	-	-
	4	Technology Fees					
	5	Preliminery Exp:					
		Sub Total (II)	-	-	-	-	-
III		NET CASH FLOW	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**	**5,823,331.59**
	1	OPENING BALANCE	55,961,758.90	61,785,090.49	67,608,422.08	73,431,753.67	79,255,085.26
	2	CLOSING BALANCE	61,785,090.49	67,608,422.08	73,431,753.67	79,255,085.26	85,078,416.85

MIC PROPOSAL

INVESTMENT LOAN REPAYMENT SCHEDULE

MYANMAR-SIMCO SONG DA JONT STOCK COMPANY LIMITED

Exhibit No. XV

Unit: USD

Year	Loan (A+B)	Beginning of the Year's Outstanding Balance	Interest Rate (%)	Interest	Principle Loan Repayment of Loan A	Principle Loan Repayment of Loan B	Total Principle Loan Repayment	End-Year's Outstanding Balance
1	2	3	4	5	6	7	8	9=3-8
1	9,269,611							
2		9,269,611	8%	741,568.88	1,544,935		1,544,935	7,724,676
3		7,724,676	8%	617,974.08	1,544,935		1,544,935	6,179,741
4		6,179,741	8%	494,379.28	1,544,935		1,544,935	4,634,806
5	2,877,652	4,634,806	8%	370,784.48	1,544,935		1,544,935	5,967,523
6		5,967,523	8%	477,401.84	1,544,935	575,530	2,120,465	3,847,058
7		3,847,058	8%	307,764.64	1,544,935	575,530	2,120,465	1,726,593
8		1,726,593	8%	138,127.44		575,530	575,530	1,151,063
9		1,151,063	8%	92,085.04		575,530	575,530	575,533
10		575,533	8%	46,042.64		575,533	575,533	-
Total	**12,147,263**	-		**3286128.32**	**9,269,610**	**2,877,653**	**12,147,263**	-

Notes:	**Total Invesment Capital**	**18,147,263**	
	including		
	- Equity Capital	6,000,000	33.06%
	- Loan Capital	12,147,263	66.94%

Interest Rate of USD in Vietnam to transfer for the sake of investment in Myanmar is 8% /year.

MIC PROPOSAL FORM

DEPRECIATION & AMORTIZATION

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY

Exhibit No. XVI

Unit: USD

Investment Year	Investment Capital	Annual Depreciation & Amortization										
		1	2	3	4	5	6	7	8	9	10	11
1	15,269,611		1,526,961	1,526,961	1,526,961	1,526,961	1,526,961	1,526,961	1,526,961	1,526,961	1,526,961	1,526,962
5	2,877,652						575,530	575,530	575,530	575,531	575,531	
Total	18,147,263	-	1,526,961	1,526,961	1,526,961	1,526,961	2,102,491	2,102,491	2,102,491	2,102,492	2,102,492	1,526,962

Notes:

1. The 1st year Investment Value shall be amortized in the first 10 years of the Project (from Year 2 to Year 11

2. The Investment Value of the Tiles Processing Factory shall be amortized in the first 5 years since the Production is carried out. (from Year 6 to Year 10).

ပူးတွဲ (၂)

ရခိုင်ပြည်နယ်အစိုးရအဖွဲ့ရုံး

စစ်တွေမြို့

စာအမှတ်၊ ၀၁ / ၁ - ၁ / အစိုးရ (ရခိုင်)

ရက်စွဲ၊ ၂၀၁၁ ခုနှစ် ဒီဇင်ဘာလ ရက်

သို့

ပြည်ထောင်စုဝန်ကြီး

သတ္တုတွင်းဝန်ကြီးဌာန

နေပြည်တော်

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်တောင်းခံလာသည့်ကိစ္စ**

ရည် ညွှန်း ချက်။ သတ္တုတွင်းဝန်ကြီးဌာန၊ ဝန်ကြီးရုံး၊ နေပြည်တော်၏ ၂၂-၁၁-၂၀၁၁ ရက်စွဲပါ စာအမှတ်၊ ၁၇ ခွဲ(၁)၁၁(၆၄၇၀)

၁။ သတ္တုတွင်းဝန်ကြီးဌာန၊ အမှတ်(၃)သတ္တုတွင်းလုပ်ငန်းနှင့် ဗီယက်နမ် SIMCO Song Da Joint Stock Co.,Ltd တို့သည် ရခိုင်ပြည်နယ်၊ တောင်ကုတ်မြို့နယ်၊ နေပူတောင်ဒေသ၊ ခန့်မှန်းမြေပုံညွှန်း ၈၅ ဂျေ/၁၀ ဝန်းကျင်မြေဧရိယာ ၅၈၅. ၇၂ ဧက(၂. ၃၇၀၃ စတုရန်းကီလိုမီတာ)တွင် ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားသည့် စနစ်ဖြင့် “မာဘယ်အလှဆင်ကျောက်”(အကြီးစား)တူးဖော်ထုတ်လုပ်မှုလုပ်ငန်းအား သဘောတူစာချုပ် ချုပ်ဆိုဆောင်ရွက်နိုင်ရေး စိုက်ပျိုးမြေ/စီမံကိန်းမြေများနှင့် လွတ်ကင်းမှု ရှိ/မရှိနှင့် လုံခြုံရေးအရ ခွင့်ပြုနိုင်ခြင်း ရှိ/မရှိတို့ကို ပြန်ကြားပေးနိုင်ပါရန် ရည်ညွှန်းပါစာဖြင့် ညှိနှိုင်းအကြောင်းကြားလာပါသည်။

၂။ အဆိုပါကိစ္စနှင့် ပတ်သက်၍ ရခိုင်ပြည်နယ်သစ်တောဦးစီးဌာန၏ ထောက်ခံချက်၊ သံတွဲခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန၏ ထောက်ခံချက်၊ တောင်ကုတ်မြို့နယ် အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန၏ ထောက်ခံချက်၊ တောင်ကုတ်မြို့နယ်မြေစာရင်းဦးစီးဌာန၏ မြေနေရာ စိစစ်တွေ့ရှိချက်များအရ လုံခြုံရေးအရ ခွင့်ပြုနိုင်ခြင်း၊ စိုက်ပျိုးမြေများနှင့် လွတ်ကင်းမှုရှိခြင်း၊ စီမံကိန်းမြေများ နှင့် လွတ်ကင်းမှုရှိခြင်းတို့ကြောင့် တောင်ကုတ်မြို့နယ်၊ နေပူတောင်ဒေသမှ “မာဘယ်အလှဆင်ကျောက်” (အကြီးစား) တူးဖော်ထုတ်လုပ်မှု လုပ်ငန်းဆောင်ရွက်မှုအပေါ် (၃၀-၁၁-၂၀၁၁)ရက်နေ့ ကျင်းပပြုလုပ်သော ရခိုင်ပြည်နယ်အစိုးရအဖွဲ့၏ ပုံမှန်အစည်းအဝေးဆုံးဖြတ်ချက်အရ ကန့်ကွက်ရန်မရှိပါကြောင်း သဘောထားပြန်ကြားအပ်ပါသည်။

ပူးတွဲပါ -သံတွဲခရိုင်အထွေထွေ အုပ်ချုပ်ရေးဦးစီးဌာန၏ ထောက်ခံချက်(၁)စောင်

-မြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန၏ထောက်ခံချက်(၁)စောင်

-မြို့နယ်မြေစာရင်းဦးစီးဌာန၏ မြေနေရာစိစစ်တွေ့ရှိချက်(၁)စောင်

-မြေစာရင်းပုံစံ(၁၀၅)(၁)စောင်

-ပြည်နယ်သစ်တောဦးစီးဌာန၏ ကြိုးဝိုင်း/ကြိုးပြင်ကာကွယ်တောများနှင့် လွတ်ကင်းကြောင်း ထောက်ခံချက်(၁)စောင်

ပြည်နယ်ဝန်ကြီးချုပ်(ကိုယ်စား)

(ဇော်သိန်း၊ အစိုးရအဖွဲ့အတွင်းရေးမှူး)

မိတ္တူကို

လက်ခံစာတွဲ/မျှောစာတွဲ

zzz

ခရိုင် အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန
သံတွဲခရိုင် - သံတွဲမြို့
စာအမှတ် ၄ / ၃၁ - ၈ / ဦး ၁
ရက်စွဲ ၂၀၁၁ ခုနှစ် ဒီဇင်ဘာလ ၇ ရက်

ထောက်ခံချက်

သံတွဲခရိုင်၊ တောင်ကုတ်မြို့နယ်၊ သဒ္ဒါကိုင်းကျေးရွာအုပ်စု၊ ကွင်းအမှတ်(VT -52)၊ကြေးတိုင်ပြင်ကွင်း နေပူတောင်ဒေသ၊ ခန့်မှန်းမြေပုံညွှန်း (၈၅ J/၁၀)ဝန်းကျင်ရှိ တောရိုင်းမြေဧရိယာ (၅၈၅. ၇၂)ဧကတွင် သတ္တုတွင်းဝန်ကြီးဌာန၊ အမှတ်(၃)သတ္တုတွင်း လုပ်ငန်းနှင့်ဗီယက်နမ် SINCO Song Da Joint Stock Co.Ltd တို့မှ"မာဘယ်အလှဆင်ကျောက် (အကြီးစား)" တူးဖေါ် ထုတ်လုပ်မှုလုပ်ငန်း လုပ်ကိုင်ဆောင်ရွက်ရန်အတွက် ကန့်ကွက်ရန်မရှိကြောင်း ထောက်ခံတင်ပြအပ်ပါသည်။

ခရိုင်အုပ်ချုပ်ရေးမှူး
(ထွန်းဝေ - ပ/ ၅၇၇၂)

မိတ္တူကို
ရုံးလက်ခံ
မျှောစာတွဲ

AD(DA)(La Wai)

မြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန

တောင် ကုတ် မြို့

ထောက်ခံချက်

ရခိုင်ပြည်နယ်၊ တောင်ကုတ်မြို့နယ်၊ နေပူတောင်ဒေသ၊ ခန့်မှန်းမြေပုံညွှန်း ၈၅ ဂျေ /၁၀ မှ မြေဧရိယာ ၅၈၅.၇၂ ဧက (၂.၃၇၀၃ စတုရန်းကီလိုမီတာ) ကို သတ္တုတွင်း ဝန်ကြီးဌာန၊ အမှတ် (၃) သတ္တုတွင်းလုပ်ငန်းနှင့် မိတ်ဖက်နမ် SIMCO Song Da Joint Stock Co Ltd မှ ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားသည့်စနစ်ဖြင့် '' မာဘယ်အလှဆင်ကျောက် '' (အကြီးစား) တူးဖော်ထုတ်လုပ်ရန် လျှောက်ထားမြေနှင့်ပတ်သက်၍ ကန့်ကွက်ရန်မရှိကြောင်း ထောက်ခံအပ်ပါသည်။

ရက်စွဲ။ ၂၀၁၁ ခုနှစ်၊ နိုဝင်ဘာလ ၂၉ ရက်

မြို့နယ်အုပ်ချုပ်ရေးမှူး

(သိန်းဇော်၊ ပ/၃၇၃၉)

မိတ္တူ

ရုံးလက်ခံ

မျှောစာတွဲ

ရခိုင်ပြည်နယ်၊ တောင်ကုတ်မြို့နယ်၊ နေပူတောင်
မာဘာယ်လ် အလှဆင်ကျောက်ထုတ်လုပ်ရေးလုပ်ငန်းဆောင်ရွက်မည့်လုပ်ကွက်
မြေနေရာနှင့်ပတ်သက်၍ စိစစ်တွေ့ရှိချက်

တည်နေရာ

၁။ မာဘာယ်လ်အလှဆင်ကျောက်ထုတ်လုပ်ရေးလုပ်ငန်း ဆောင်ရွက်မည့် လုပ်ကွက်မြေနေရာသည် ရခိုင်ပြည်နယ်၊ တောင်ကုတ်မြို့နယ်၊ နေပူတောင် မြေပုံအမှတ် ၈၅-ဂျေ/၁၀ ၏ တစ်စိတ်တစ်ဒေသ ဖြစ်ပါသည်။

မြေမျိုး

၂။ အဆိုပါမြေနေရာသည် တောရိုင်းမြေဖြစ်ပါသည်။

ပိုင်ဆိုင်မှု

၃။ ဒေသအခြေအနေအရ တောင်ယာခုတ်ထွင်လုပ်ကိုင်မှု အနည်းငယ်ရှိပါသည်။

လက်ရှိမြေပြင်တွင် ဆောင်ရွက်ထားရှိမှုအခြေအနေ

၄။ ဖော်ပြပါမြေနေရာသည် တောရိုင်းမြေဖြစ်ပြီး လက်ရှိမြေပြင်တွင် ဒေသအခြေအနေအရ တောင်ယာလုပ်ကွက်အနည်းငယ်သာရှိပြီး ပြဿနာအထွေအထူးမရှိနိုင်ပါ။

သို့ဖြစ်ပါ၍ တောင်ကုတ်မြို့နယ်၊ နေပူတောင်ဒေသ၏ ပူးတွဲပါမြေပုံအရ မာဘာယ်လ် အလှဆင်ကျောက် ထုတ်လုပ်ရေးလုပ်ငန်းဆောင်ရွက်မည့်လုပ်ကွက်အဖြစ် အသုံးပြုမည်ဆိုပါက ပြုသင့်ကြောင်း တင်ပြအပ်ပါသည်။

(signature)

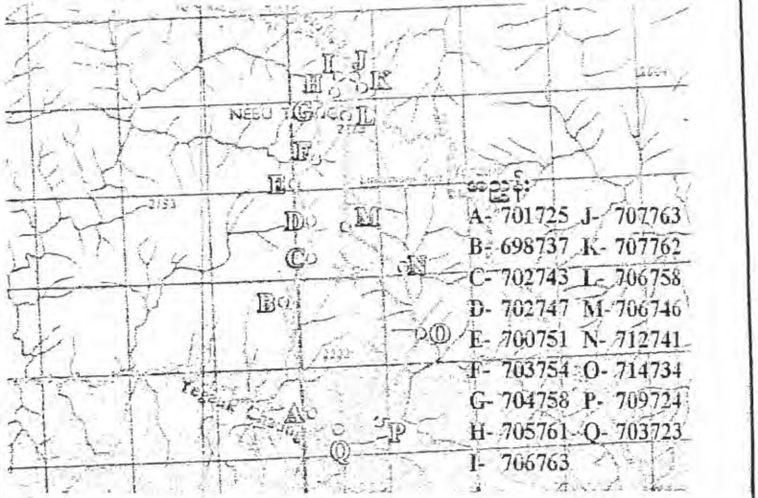
မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူး
တောင်ကုတ်မြို့

2011 - 0010460

မြေစာရင်းပုံစံ – ၁၀၅

မှန်ကန်ကြောင်း သက်သေခံ / သက်သေမခံ သော လက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ လက်ခံရေးကူးရန်ပုံစံ

ရုံးခွန်တံဆိပ်ခေါင်းကပ်ရန်

တိုင်းဒေသကြီး/ ပြည်နယ် ရခိုင်	ရခိုင်ပြည်နယ်၊ တောင်ကုတ်မြို့နယ်၊ နေပူတောင် မာဘယ်လ် အလှဆင်ကျောက်ထုတ်လုပ်ရေးလုပ်ငန်းဆောင်ရွက်မည့်လုပ်ကွက်တည်နေရာပြမြေပုံ 
ခရိုင် သံတွဲ	
မြို့နယ်/ မြို့နယ်ခွဲ တောင်ကုတ်	
ရပ်ကွက်/ ကျေးရွာအုပ်စု [illegible]	
ကွင်း/ အကွက်အမှတ်နှင့်အမည် [illegible]	
ဦးပိုင်အမှတ်/ မြေကွက်အမှတ် –	

ဦးပိုင် အမှတ်	အခွန်စည်းကြပ်ခံရသူ/ ပိုင်ရှင်/ ဂရန်ရှင်/ အငှားဂရန်ရှင် အမည်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့် အတန်း	ဧရိယာ (ဧက)	မှတ်ချက်
–	–	–	တောင်ယာ	[illegible]	–

ရေးကူးပေးသည့်အကြောင်းအရာ	မာဘယ်လ် အလှဆင်ကျောက်ထုတ်လုပ်ရေးလုပ်ငန်း ဆောင်ရွက်ရန်

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်။)

လျှောက်ထားသူအမည် –

လျှောက်လွှာတင်သည့်နေ့စွဲ –

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ – ၂၃-၅-၂၀၁၁

ယခုအထက်တွင် ပြဆိုသောမြေပုံမှာ ~~မှန်ကန်သောမူရင်း ရေးကူးထားသော~~ (မြေပုံအမှတ် ၈၄၂/၁၀ တစ်လက်မတစ်မိုင်စကေး မြေပုံမှ ရေးကူးသည်) ~~ခုနှစ် အတွက် ပြင်ဆင်ချက်ထည့်သွင်းထားခြင်း~~ မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အမှုတွဲထိန်း/မြေတိုင်းစာရေးလက်မှတ် –

နေ့စွဲ –

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည်။

လက်ထောက်ဦးစီးမှူးလက်မှတ် –

နေ့စွဲ –

စိစစ်အတည်ပြုပါသည်။

မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူးလက်မှတ်

နေ့စွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန
သစ်တောဦးစီးဌာန၊ ညွှန်ကြားရေးမှူးရုံး
ရခိုင်ပြည်နယ်၊စစ်တွေမြို့

စာအမှတ်- ၅၄၅၀ - ၅၄၅၁ / ၈(ဃ)၁၂·
ရက် စွဲ ။၂၀၁၁ခုနှစ်၊ နိုဝင်ဘာလ (၃၀)ရက်

သို့/
ပြည်နယ်ဝန်ကြီးချုပ်
ရခိုင်ပြည်နယ်အစိုးရအဖွဲ့ရုံး
စစ်တွေမြို့

အကြောင်းအရာ။ ။ **သစ်တောကြိုးဝိုင်း / ကြိုးပြင်ကာကွယ်တော ဧရိယာနှင့် လွတ်ကင်းမှု ရှိကြောင်း စိစစ်တင်ပြခြင်း။**

ရည် ညွှန်း ချက်။ ။ ရခိုင်ပြည်နယ်အစိုးရအဖွဲ့ရုံး၏ ၂၉-၁၁-၂၀၁၁ ရက်စွဲပါစာအမှတ်-၀၁/ ၁- ၁/အစိုးရ(ရခိုင်)

အထက်အကြောင်းအရာပါ ကိစ္စနှင့်ပတ်သက်၍ သတ္တုတွင်းဝန်ကြီးဌာန အမှတ်(၃)သတ္တုတွင်းလုပ်ငန်းနှင့် ဗီယက်နမ် SIMCO Song Da Joint Stock Co . Ltd တို့သည် ရခိုင်ပြည်နယ်၊ တောင်ကုတ်မြို့နယ်၊ နေပူတောင်ဒေသ၊ ခန့်မှန်းမြေပုံညွှန်း ၈၅ ဂျေ/၁၀ ဝန်းကျင် မြေဧရိယာ ၅၈၅ . ၇၂ ဧက(၂.၃၇၀၃) စတုရန်းကီလိုမီတာတွင် ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားသည့်စနစ်ဖြင့် " မာဘယ်အလှဆင်ကျောက်" (အကြီးစား) တူးဖော်ထုတ်လုပ်မှုလုပ်ငန်း လုပ်ဆောင်နိုင်ရန်စီစဉ်ဆောင်ရွက်လျှက်ရှိကြောင်းနှင့် လျှောက်ထားလာသောမြေဧရိယာသည် သစ်တောဦးစီးဌာန၏ သစ်တောကြိုးဝိုင်းနှင့် လွတ်ကင်းကြောင်းထောက်ခံချက် စိစစ်တင်ပြရန် အကြောင်းကြားလာပါသည်။

သို့ဖြစ်ပါ၍ အဆိုပါမြေဧရိယာနှင့်ပါတ်သက်၍ တောင်ကုတ်မြို့နယ်၊ သစ်တောဦးစီးဌာန၏ စိစစ်တွေ့ရှိချက် အစီရင်ခံစာအရ လျှောက်ထားလာသော တောင်ကုတ်မြို့နယ်၊ နေပူတောင်ဒေသ ခန့်မှန်းမြေပုံညွှန်း ၈၅ ဂျေ / ၁၀ ဝန်းကျင် မြေဧရိယာ(၅၈၅ . ၇၂) ဧကသည် သစ်တောကြိုးဝိုင်း/ ကြိုးပြင်ကာကွယ်တောနှင့် လွတ်ကင်းမှုရှိကြောင်း စိစစ်တင်ပြအပ်ပါသည်။

၃၀/၁၁

ညွှန်ကြားရေးမှူး(ကိုယ်စား)
သစ်တောဦးစီးဌာန-စစ်တွေမြို့။
(တင်မောင်လွင်၊ လက်ထောက်ညွှန်ကြားရေးမှူး)

မိတ္တူကို/
၁။ SIMCO Song Da Joint Stock Co . Ltd
၂။ မျှောစာတွဲ။
၃။ ရုံးလက်ခံ ။

F. D. Kyaw

BIDV NGÂN HÀNG ĐẦU TƯ VÀ PHÁT TRIỂN VIỆT NAM
Bank for Investment and Development of Vietnam

No: 6632/CV-QHKHDN3
(About: accepting in principle to finance for the investment project of exploiting, extracting Marble in Nayputaung – Rakhine State – Myanmar of SIMCO Song Da JSC)

Hanoi, December 23rd 2011

Attn: SIMCO Song Da Joint Stock Company

Bank for Invesment and Development of Vietnam (BIDV) would like to send you our best honoured greetings and appreciate the cooperation of your company recently.

In response to the document no 1513/ SIMCO – TCKT dated 23rd December 2011 issued by SIMCO Song Da JSC on requesting BIDV to fund for the project of explointing Marble in Myanmar, Bank for Investment and Development of would like to inform you as follows:

- The maximum lending amount from BIDV is **67.7%** of total invesment capital of the project. The minimum owned capital of SIMCO Song Da JSC in the project is **32.3%** of the total invesment capital.
- The legal documents for the project must fully follow the laws and regulations (The project must have the Certification of foreign investment, permission of transferring foreign currency to outside Vietnam …; The project is approved by authorities of Myanmar and followed Myanmar's laws and regulations…).
- The project is profitable, refundable and satisfied all the conditions of credit issuing by BIDV.

When the legal documents of the project is fulfilled, BIDV will study the document and make a decision of funding for the project as regulations and inform to SIMCO Song Da JSC.

On behalf of General Director
Senior Executive Vice President

S.Đ.K.K.D: 0100150619 - Đ.N.N. NGÂN HÀNG ĐẦU TƯ VÀ PHÁT TRIỂN VIỆT NAM NGÂN HÀNG NHÀ NƯỚC VIỆT NAM - Q. HOÀN KIẾM - TP. HÀ NỘI

Tran Luc Lang

Received by:
- *Chairman of BOD, General Director*
- *Deputy GD Pham Quang Tung*
- *Stored QHKHDN, VP*

Bank

LETTER OF CONFIRMATION
OF CURRENT ACCOUNT BALANCE

Vietnam Bank for Industry and Trade (Vietinbank) Quang Trung Branch, we are confirm that :

SIMCO SONGDA JOIN STOCK COMPANY

Address: Simco SongDa tower, Van Phuc ward, Ha Dong district, Ha Noi.

Up to 19/10/2011 **SIMCO SONGDA JOIN STOCK COMPANY** possesses current account at our bank with details as follows:

No	***Account number***	***Balance***
1	102010000519339	14.537.715.317 VND
Total		**14.537.715.317 VND**
In words: Fourteen billion, five hundred and thirty seven million, seven hundred and fifteen thousand, three hundred and seventeen VietnamDongs.		

This letter of confirmation is issued in 06 copy at the customer's request.

Ha Noi, December 20th, 2011

Yours sincerely,

Vietinbank Quang Trung Branch

Director

0100111948-109 NGÂN HÀNG THƯƠNG MẠI CỔ PHẦN CÔNG THƯƠNG VIỆT NAM CHI NHÁNH QUANG TRUNG HÀ ĐÔNG - TP. HÀ NỘI

PHÓ GIÁM ĐỐC

Nguyễn Thị Minh Hạnh

SONG DA HOLDINGS
SIMCO SONG DA JOINT STOCK COMPANY (SIMCO SDA)
Head Office: SIMCO SONG DA TOWER
Van Phuc New Urban Sub - Area VanPhuc Ward, Ha Dong District, Ha Noi
Tel: (84) 4 35520402 Fax: (84) 4 35520401 Email: simco@hn.vnn.vn
Website: http://www.simco.vn

SIMCO

To

Director General
Directorate of Investment & Companies Administration
Ministry of National Planning & Economic Development,
Republic of the Union of Myanmar
Nay Pyi Taw

Dated: 1.12.2011

Subject: : **Application for Permit**

Dear Sir,

We here with submit the documents in favour of granting the " Permit " to this company

1. Application in Form A, in two copies
2. Completed Questionaries in two copies
3. Memorandum & Articles of Association of Company
4. Intended Economic Activity
5. Estimated expenditure for the first year
6. Bank Statements
7. Power of Attorney
8. Head Office Financial Statement 2009 and 2010
9. Registration of Branch Office with the prescribed documents
10. Photocopy of Incorporation Certificate of Head Office
11. Certified Extract of Board of Directors' Resolution
12. Passport photocopy

We are ready to make a 50% remittance of our estimated expenditure for the first year as soon as we receive permission for " PERMIT " from your department.

Yours faithfully,

13/12/11

Mr. Nguyen Cong Kien

TO

Registrar.
Companies Registration Office.
Ministry of National Planning & Economic Development.
Nay Pyi Taw

MYANMAR SIMCO SONG DA JOINT STOCK COMPANY LIMITED.

Dated 15 .12.2011.

Sir

I hereby submit the following documents for Registration which are required under the Myanmar Companies Act.

Should you need further information regarding documents, I am pleased to furnish them wihthout any hesitation.

1. Memorandum of Association.
2. Articles of Association.
3. Declaration of registration.
4. Declaration of registered office.
5. Declaration of legal version.
6. Certificate of Translation.
7. Company's main objects.
8. List of directors.
9. Undertaking.

Yours sincerely,

(MR.NGUYEN CONG KIEN)
(Director)

MYANMAR SIMCO SONG DA JOINT STOCK CO.,LT

Chức danh của người mang hộ chiếu 3
Official status of bearer

Giám đốc Công ty VINAFOR tại My-an-ma
Managing Director VINAFOR Branch in Myanmar

CƠ QUAN CẤP HỘ CHIẾU
ISSUING AUTHORITY

ĐSQ VIỆT NAM TẠI MI-AN-MA
Embassy of Vietnam in Myanmar

TL. ĐẠI SỨ/ *For the Ambassador*
Tham tán Công sứ / *Counsellor-Minister*

[illegible] Minh

Chữ ký người mang hộ chiếu
Signature of bearer

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM - *SOCIALIST REPUBLIC OF VIETNAM*

HỘ CHIẾU CÔNG VỤ
OFFICIAL PASSPORT



Loại / *Type*: P F
Mã số / *Code*: VNM
Số hộ chiếu / *Passport N°*: S1017016

Họ và tên / *Full name*
NGUYỄN CÔNG KIÊN

Quốc tịch / *Nationality*: VIỆT NAM / *VIETNAMESE*

Ngày sinh / *Date of birth*: 05/04/1945
Nơi sinh / *Place of birth*: VĨNH PHÚC

Giới tính / *Sex*: NAM / M
Số GCMND / *ID card N°*: 191243604

Ngày cấp / *Date of issue*: 20/10/2009
Có giá trị đến / *Date of expiry*: 20/10/2014

Nơi cấp / *Place of issue*
Răng-gun / Yangoon

PFVNMNGUYEN<<CONG<KIEN<<<<<<<<<<<<<<<<<<<<<<<<

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Presented by : MR.NGUYEN CONG KIEN.

Name of Company : MYANMAR SIMCO SONG DA JOINT STOCK COMPANY LIMITED.

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1.MR.CHU MINH TUAN	VIETNAMESE P.P.NO. B-1949511	B 34, TT 5, Urban Van Quan,Ward Yen Quan,Ha Dong District, Hanoi City, VIETNAM		
2. MR.NGUYEN CONG KIEN	VIETNAMESE P.P.NO. S-1017016	481 - 38 Truong Chinh St.Ward 14,Tan Binh District,Ho ChiMinh City VIETNAM.		
3. MR.NGUYEN NGCO KIM	VIETNAMESE P.P.NO. B-3260150	Simco Song Da Tower,A 3 Staff Residential Quarter,Van Phuc New Urban Area,Van Phuc Ward,Ha Dong District,Hanoi VIETNAM		
4. MR.VU THIN	VIETNAMESE P.P.NO. B-0830432	Simco Song Da Tower,B 5 Staff Residential Quarter,Van Phuc New Urban Area,Van Phuc Ward,Ha Dong District,Hanoi VIETNAM		
5. MR.NGUYEN NGOC TU	VIETNAMESE P.P.NO. B-5797948	Simco Song Da Tower,B 5 Staff Residential Quarter,Van Phuc New Urban Area,Van Phuc Ward,Ha Dong District,Hanoi VIETNAM		
6. MR.LE BINH	VIETNAMESE P.P.NO. B-1796229	Simco Song Da Tower,C 4 Staff Residential Quarter,Van Phuc New Urban Area,Van Phuc Ward,Ha Dong District,Hanoi VIETNAM		

NOTE : (1) A complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for " Changes" by placing against the new Director's name the word " in place of ...." and by writing against any former Director's name the word "dead " " resigned" or as the case may be giving the date of change against the entry

Signature ....

(MR.NGUYEN CONG KIEN)

Designation ....DIRECTOR....

Dated this ....15.12.2011.....

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Presented by : MR.NGUYEN CONG KIEN.

Name of Company : MYANMAR SIMCO SONG DA JOINT STOCK COMPANY LIMITED.

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
7. MR.NGO THIEN THUONG	VIETNAMESE P.P.NO. S-1035974	Simco Song Da Tower,C 5 Staff Residential Quarter,Van Phuc New Urban Area,Van Phuc Ward,Ha Dong District,Hanoi VIETNAM		
8. MR.CHU TUAN ANH	VIETNAMESE P.P.NO. B-3335190	Simco Song Da Tower,B 4 Staff Residential Quarter,Van Phuc New Urban Area,Van Phuc Ward,Ha Dong District,Hanoi VIETNAM		

NOTE : (1) A complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for " Changes" by placing against the new Director's name the word " in place of ...." and by writing against any former Director's name the word "dead " " resigned" or as the case may be giving the date of change against the entry

Signature .... (MR.NGUYEN CONG KIEN)

Designation .... DIRECTOR

Dated this 1st.12.2011.

DRAFT

CONFIDENTIAL

THE REPUBLIC OF THE UNION OF MYANMAR

THE MINISTRY OF MINES

NO. (3) MINING ENTERPRISE

PRODUCTION SHARING CONTRACT

BETWEEN

NO.3 MINING ENTERPRISE

AND

SIMCO SONG DA JOINT STOCK COMPANY

FOR

LARGE SCALE PRODUCTION OF MARBLE (DECORATIVE STONE)

FROM

NAYPUTAUNG DEPOSIT, TAUNGGOK TOWNSHIP, RAKHINE STATE

Date

Nay Pyi Taw

DRAFT

CONFIDENTIAL

Production Sharing Contract Between
No.3 Mining Enterprise and SIMCO Song Da Joint Stock Company
For Large Scale Production of Marble (Decorative Stone)
From Nayputaung Deposit, Taunggok Township, Rakhine State

CONTENTS

Production Sharing Contract Between
No.3 Mining Enterprise and SIMCO Song Da Joint Stock Company
For Large Scale Production of Marble (Decorative Stone)
From Nayputaung Deposit, Taunggok Township, Rakhine State

This Contract is made at ....on...................,2012 at Nay Pyi Taw

among

No. 3 Mining Enterprise, Building No.19 Ministry of Mines, Nay Pyi Taw, the Republic of the Union of Myanmar represented by its Managing Director, U Htay Aung, (hereinafter referred to as ME3 which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the ONE PART as ONE PARTY

and as the OTHER PARTY being

SIMCO Song Da Joint Stock Company, a stock company incorporated in the Socialist Republic of Vietnam under the Company Act of Vietnam NO.60/205/QH11 having its registered office at SIMCO Song Da Tower,Van Phuc New Urban Area, Van Phuc Ward, Ha Dong District, Hanoi, Vietnam, represented by its General Director Mr.Nguyen Thien My, (hereinafter referred to as SSJSC which expression shall, unless repugnant to the context or meaning thereof, include its legal representatives, successors, permitted assigns) of the SECOND PARTY

and

Myanmar SIMCO Song Da Joint Stock Co.,Ltd. a company incorporated in the Republic of the Union of Myanmar under the Myanmar laws having its registered office at 99A/2.2Thanlwin Road,Kamayut Township, Yangon, the Republic of the Union of Myanmar, represented by Mr. Nguyen Cong Kien, the Managing Director, (hereinafter referred to as MYSICO) which expression shall unless repugnant to the context or meaning thereof, include its legal representatives, successors, permitted assigns) of the THIRD PARTY.

WITNESSETH

WHEREAS, The Republic of the Union of Myanmar is the sole owner of all the resources within her territory and offshore areas and has the right to develop, extract, exploit and utilize natural resources; and

WHEREAS, ME3 is an enterprise formed by the Government of the Republic of the Union of Myanmar and is concerned with exploration and production of Minerals within the Republic of the Union of Myanmar; and

WHEREAS, ME3 has the exclusive right to carry out the cooperation with foreign entities on the Operation in the Contract Area described in the map attached to this Contract in Annexure I; and

WHEREAS, SSJSC is of sound financial standing and possesses technical competency and professional skill for carrying out the Operation as hereinafter defined; and

WHEREAS, each party has the right, power and authority to enter into this Contract and

WHEREAS, ME3 and SSJSC mutually desire to enter into this Contract

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, it is agreed as follows:

ARTICLE I

DEFINITIONS

The following definitions shall apply unless the context requires otherwise. Definition of all terms contained herein this Contract unless otherwise defined shall be the same as those terms are defined in the Myanmar Mines Law and Myanmar Mines Rules.

1.1 ***Accounting Procedure*** means the procedures as set out in Annexure (V).

1.2 ***Accounting Sub Committee*** means a subcommittee appointed by Joint Management Committee to facilitate in discharge of its functions in matters relating to income and expenditure relating to marble production operations as contemplated in Article 21.2 (c).

1.3 ***Bank Guarantee*** means the irrevocable bank guarantee to be provided by SIMCO SONG DA under Article (XVII).

1.4 ***SSJSC*** means SIMCO Song Da Joint Stock Company operating under the Company Act of Vietnam No. 60/205/QH11, in which the State holds dominant shares of 51%, holding the Certificate of Business Registration Joint Stock Company No. 0103002544 issued by the Department of Planning and Investment of Hanoi City since 21stJuly 2003, situated at SIMCO Song Da Tower, Van Phuc New Urban Area, Van Phuc Ward, Ha Dong District, Hanoi, Vietnam.

1.5 ***Myanmar SIMCO Song Da Joint Stock Co., Ltd. (MYSICO)*** means a company incorporated in Myanmar under the Myanmar Laws pursuant to Article 5.1.

1.6 ***Contract*** means the Production Sharing Contract for Production of marble from Nayputaung Marble Mineral Deposit, Rakhine State, the Republic of the Union of Myanmar signed between No. 3 Mining Enterprise and SSJSC. MYSICO is assigned to carry on the operation by SSJSC.

1.7 ***Contract Area*** is that land area shown and described on the map attached to this Contract in Annexure (I).

1.8 ***Effective Date*** means the date upon which this Contract has been signed by both Parties, the MIC Permit has been issued by the Myanmar Investment Commission and delivered to SSJSC and ME3 and Mineral Production Permit has been issued by the Ministry of Mines and delivered to SSJSC and ME3 as mentioned in Article 32.1.

1.9 ***Environment*** means the physical factors of the surroundings of human beings, including land, water, atmosphere, climate, sound, odors, tastes and biological factors of animals and plants and the social factors of aesthetics.

1.10 ***Euro*** means lawful currency of the European Union.

1.11 ***Financial Year*** means a period of 12 (twelve) months commencing on 1st April and ending on the following 31st March according to the Gregorian calendar.

1.12 ***General Manager*** means the general manager appointed by SSJSC under Article 21.6.

1.13 ***Government*** means the Government of the Republic of the Union of Myanmar including its various governmental entities.

1.14 ***Governmental Approvals*** means all approvals and consents from the Government and Local Authorities required under the laws of the Republic of the Union of Myanmar to conduct Operations, including without limitation applications, visas, permits, licenses, endorsements, permissions, authorizations, exceptions, exemptions, leases, Contracts, easements, and certificates (including, for example, inspection certificates or similar documents) and other actions of Government entities and Local Authorities.

1.15 ***Joint Management Committee*** means the committee established in accordance with Article 21.1.

1.16 ***Local Currency*** means any lawful currency now existing or adopted by the Republic of the Union of Myanmar after the Effective Date, including Kyat and Foreign Exchange Certificates.

1.17 ***Marble*** in this Contract means lithographic limestone rock of Nayputaung deposit occurring in the Nayputaung area, Taunggok Township, Rakhine State which can be easily polished for use as decorative purpose.

1.18 ***Mining Law*** means the Myanmar Mines Law (The State Law and Order Restoration Council Law No. 8/94) enacted on 6th September 1994.

1.19 ***Mining Rules*** means the Myanmar Mines Rules (Notification No. 125/96 dated 30th December 1996) issued by the Ministry of Mines.

1.20 ***Minister*** means the Union Minister for the Ministry of Mines of the Republic of the Union of Myanmar.

1.21 ***Ministry*** means the Ministry of Mines of the Republic of the Union of Myanmar.

1.22 ***Operation*** means all operations, under this Contract carried out by SSJSC pursuant to the terms and conditions of this Contract, including development and production operations, all associated planning, designs, administrative, engineering, construction and maintenance operations, and sales of marble blocks, tiles and marble products and all other related activities.

1.23 ***Parties*** mean the parties to this Contract and their respective successors and permitted assigns and party shall mean either one of them. A reference to any party to any other Contract or document includes that party's successors and permitted assigns.

1.24 ***Pollution*** means any direct or indirect alteration of the physical, chemical, biological, or radioactive properties of any part of the environment by discharging, emitting or depositing wastes so as materially to affect adversely or to cause a condition which is hazardous or potentially hazardous to public health, safety or welfare or to animals, birds, wildlife, fish or aquatic life or to plants.

1.25 ***Procurement Subcommittee*** means a subcommittee appointed by Joint Management Committee to take consideration and give advice to MYSICO of the matters relating to purchase of equipment, selection of subcontractors and supply of services for marble production operations as contemplated in Article 21.2 (b).

1.26 ***Project*** means the establishment, construction, installations and related activities so as to undertake the operations necessary for the production of marble and/or marble products in the Contract Area.

1.27 ***Reclamation*** means actions performed during or after Operations to shape, stabilize, revegetate or otherwise treat the land disturbed by Operations in order to return it to a safe, stable condition consistent with the establishment of a productive post-mining use of the land or, where no human use of the land is contemplated at the completion of Operations, return of the land to an uncultivated state consistent with surrounding lands, and the abandonment of facilities in a manner which ensures the public's safety, except that in no event shall the backfilling of any open pit mining be required unless backfilling is technically and economically feasible and is environmentally preferable. Reclamation shall be conducted using sound, economically and technically practical environmental practices that are appropriate for the existing and anticipated Work Programmes pursuant to which Operations are conducted, and that are consistent with the applicable reclamation laws of the Republic of the Union of Myanmar if any are hereafter enacted, taking into account the differences in topographic, precipitation, geologic, soil and other environmental conditions existing at the site or sites of Operations.

1.28 ***Sub - Contractor*** means, when used with respect to SSJSC, any person or entity, whether a Myanmar citizen, entity or Expatriate, SSJSC and SSJSC' Affiliates, that under a Contract performs services or supplies machinery, equipment or materials for the Project to SSJSC.

1.29 ***Technical Subcommittee*** means a subcommittee appointed by Joint Management Committee to facilitate the discharge of its functions in matters relating to Work Programmes and marble production operations as contemplated in Article 21.2 (a).

1.30 ***Term*** means the period of this Contract commencing on the Effective Date and ending on the date determined in accordance with Article 24.

1.31 ***U.S. Dollars*** or ***US$*** means the lawful currency of the United States of America.

1.32 A ***person*** includes a body corporate, an unincorporated body or other entity and conversely.

1.33 An ***Article*** means an article of this Contract.

ARTICLE II

PURPOSE OF THE CONTRACT

2.1 Adhering to the principle of equality and mutual benefit and through friendly consultation, ME3 and SSJSC agree to cooperate on the production and marketing of marble in the Contract Area.

2.2 ME3 and SSJSC shall cooperate on the Production Sharing basis, with SSJSC providing all the financial and technical requirements in consideration of which SSJSC shall have the exclusive right to produce and export marble.

ARTICLE III

REPRESENTATION AND WARRANTY

3.1 Each party represents and warrants to the other that it is a legal person duly authorized under the relevant laws and has the right, power, sound financial standing and authority to enter into this Contract.

ARTICLE IV

CONTRACT AREA

4.1 The Contract Area is the area shown in the map attached to this Contract in Annexure (I). For all purposes of the Contract Area shall be 2.3703 square kilometers (585.72 acres).

ARTICLE V

GRANT OF PERMITS AND ACCESS TO THE CONTRACT AREA

5.1 **SSJSC establishment in Myanmar**

SSJSC shall establish a company by the name of "Myanmar SIMCO Song Da Joint Stock Co., Ltd. " which shall be incorporated in Myanmar in order to carry out the Project of Mining and Manufacturing of Marble in Myanmar under the Myanmar Companies Act before the Effective Date. SSJSC shall authorize full rights and responsibilities to MYSICO in order to carry out this Contract.

5.2 **Grant of Permit and Term**

The Ministry shall on the Effective Date issue SSJSC the Production Permit as stipulated in Article 32.1.The Permit shall be valid for 20 (twenty) years from the Effective Date unless sooner terminated pursuant to Article 24.

5.3 SSJSC may apply for extension of the Production Permit after 19 years from the Effective Date. Upon receiving SSJSC's application for extension, ME3 shall review the performance of SSJSC and may recommend the application so that it shall be approved by the Ministry and submit to Myanmar Investment Commission. The Term of Permit may be extended for additional 5 (five) years upon receiving the approval of Myanmar Investment Commission.

5.4 If the Contract Area is to be utilized by the Government of the Republic of the Union of Myanmar for the purposes of national interest, SSJSC shall relinquish the Contract Area without any compensation and another area shall be substituted in consultation with ME3.

5.5 **Exclusive Rights as to this Contract**

In consideration of the provisions of this Contract and the mutual covenants of both Parties but subject to the provisions herein, ME3 with the approval of the Ministry hereby grants to SSJSC the exclusive rights as to this Contract to:

(a) undertake production of marble in the Contract Area as contemplated in Article 4.1

(b) enter with necessary machinery, plant, equipment and apparatus into and upon the surface of the Contract Area to carry out mineral production and to make, lay upon and improve in the Contract Area, all roadways as shall be required by SSJSC

5.6 **Discovery of Other Minerals**

If SSJSC in the conduct of marble production operations discovers minerals other than marble within the Contract Area and wishes to proceed with mineral exploration for that mineral thereof, SSJSC shall submit a written request to the Ministry of Mines for permission and shall conduct further mineral exploration of the mineral discovered only with the approval of the Ministry of Mines, thereafter the Parties agree to renegotiate for further development of the mineral.

5.7 **Water Supply**

SSJSC shall subject to approval of other appropriate authorities of Myanmar, take and use without charge surface and underground water within the Contract Area for its operations but shall not deprive any other person of the water supply to which he is accustomed. SSJSC shall likewise not impede nor alter any water course without the prior authorization of the appropriate authorities of Myanmar.

5.8 **Use of Other Infrastructure**

SSJSC shall be allowed to use existing roads, bridges, and other transportation facilities but shall only be obligated to repair or pay the cost of repair for damages caused by the abnormal use of such roads, bridges, and other facilities by SSJSC. Notwithstanding any other provisions of this Contract, the Government reserves the right without any obligations on its part to grant to other holders of mineral permits issued in accordance with the Mining Law or to qualified applicants, rights of way for pipelines, power, telephone, telegraph and water lines provided, however that SSJSC shall be duly notified of such intentions and that the holder shall make appropriate arrangements so that its installations do not unduly interfere with or result in any additional cost to the Operations.

ARTICLE VI

SCHEDULE OF IMPLEMENTATION

6.1 SSJSC shall draw up a Schedule of Implementation for marble production in three stages as follows:-

Stage 1. Preparation of Mine Design and Plant Design in details.

Stage 2. Construction of Plants; Installation of Equipment for Extraction and Manufacturing of marble.

Stage 3. Extraction and Manufacturing of Products from Marble.

6.2 Detailed mine design and plant design including without limitation mining sequence, preliminary treatment facilities, industrial layout plan, manufacturing process, raw material requirement, energy requirement, waste disposal system, environmental protection measures shall be prepared and submitted to ME3 within a period of 08 (eight) months after signing the Contract. SSJSC shall be permitted to undertake exploration works during the time taken to prepare the Mine Design so as determine and confirm the aggregate volume of marble available for the Project.

6.3 Installation of machinery and equipment for marble extraction, development of quarry and plant infrastructure and extraction of marble shall be undertaken immediately after the design stage. However, SSJSC shall be permitted to produce marble in the Contract Area in its sole discretion by using part of machinery and equipment before the completion of development of the whole mine design.

6.4 SSJSC shall be permitted to undertake the manufacturing of downstream marble products (e.g. different types of blocks, different types of tiles and different types of stone for construction materials...) Each stage of Schedule of Implementation shall be implemented in accordance with the internationally accepted mining standards and engineering practices for similar quarry and marble product manufacturing industry.

ARTICLE VII

IMPORTATION OF MACHINERY EQUIPMENT

7.1 List of machinery and equipment for production operations as detailed in Annexure (III) shall be submitted to Ministry of Mines through ME3 for endorsement. After the endorsement of ME3, SSJSC shall undertake importation of same in accordance with the laws and regulations prevailing in the Republic of the Union of Myanmar and as allowed in the Permit of Myanmar Investment Commission.

7.2 Machinery and equipment imported for the production operations as the investment items for the Project shall not be sold in the Republic of the Union of Myanmar without the approval of the Myanmar Investment Commission.

7.3 The machineries, equipment and spares brought into the Republic of the Union of Myanmar as the Investment item shall become the property of ME3 after the expiry of the Term or any extension thereof, if not reinvested in the Republic of the Union of Myanmar in another project with the approval of the Myanmar Investment Commission.

ARTICLE VIII

CAPITAL INVESTMENT

8.1 The capital investment earmarked for the Project shall be US$ 18.15 Million (United States Dollars Eighteen Million, One Hundred and Fifty Thousand Only). SSJSC may contribute the investment by means of loan from a major bank established in the Socialist Republic of Vietnam. In the event that the capital investment is partly contributed by bank loan, the interest rate shall not exceed 8% (eight percent) per annum.

ARTICLE IX

DEVELOPMENT AND PRODUCTION

Construction and Production

9.1 SSJSC shall undertake the development and production operations for marble, as submitted to ME3, in accordance with the internationally accepted standards and engineering practices for similar quarry and marble product manufacturing industry. The development period shall be 20 months upon signing the Contract provided that no undue delays encountered during the importation and installation of machinery.

9.2 SSJSC shall apply modern techniques for the production of marble.

9.3 The production volume for the first year of commercial production shall not be less than 10.000 m^3, for second year: not less than 20.000 m^3 and from the third year onward: not less than 30.000 m^3. The targeted minimum production volume shall be comparable to similar quarries and plants elsewhere. SSJSC may increase the production volume according to the market situations. Determination of annual production target shall be done at least 03 (three) months before the next financial year.

Guarantee of Production

9.4 SSJSC shall notify ME3 its commencement of commercial production immediately after completion of installation of production machinery and shall guarantee the minimum volume of production of marble for the subsequent year of production as stipulated in 9.3.

9.5 In the event SSJSC fails to comply the notified minimum volume of production at the end of the year, SSJSC shall be allowed a period equivalent to the remaining length of time stipulated in the Performance Bank Guarantee so as to enable SSJSC take all measures to meet the target. If SSJSC do not meet the minimum target volume after the end of the term as stipulated in the Performance Bank Guarantee, ME3 may in its sole discretion call upon the bank to make payment for the full amount of the Bank Guarantee. Both Parties agree to review the performance of SSJSC with respect to production operations after such failure and to make decision for means to carry on the Project.

ARTICLE X

GENERAL OBLIGATIONS

SSJSC's OBLIGATIONS

10.1 SSJSC shall

(a) act as the parent Company of MYSICO and be responsible to:

(b) provide all financial requirements and bear all costs for its operations with respect to the Contract

(c) procure all governmental approvals necessary for the Contract from the Government of the Socialist Republic of Vietnam.

MYSICO's Obligations:

MYSICO shall:

(a) abide the terms and conditions prescribed under the Myanmar Mines Law.

(b) be responsible and bear all the operation costs as stipulated in the Contract and submit ME3 reports under the Contract and submit all reports required by the Contract: Technical Reports, Procurement Reports & Financial and Accounting Reports in time.

(c) carry out operations in the Contract Area in accordance with the Schedule of Implementation for production of marble and carry out to meet the annual production target reported to ME3 in accordance with 9.3.

(d) not carry out mining outside the boundary or markings specified in Annexure (I) except when permitted by ME3 in writing.

(e) carry out mining in accordance with good mining and environmental practice and use its best endeavor not to leave behind areas which could give rise to unproductive mining conditions subsequently.

(f) not carry out mining and fell trees in areas set aside as reserve forest land except when permission is granted in writing by the Ministry of Environmental Protection and Forestry.

(g) in discharging tailings, ensure that unmined areas remains intact, bearing in mind the future opportunities for mining.

(h) conduct its ooperations in such a manner as to prevent or when prevention is not reasonably practicable to mitigate and wherever possible remedy possible consequences adverse to the environment and/or to the health of the people effected by such operation.

(i) use its best endeavors to reduce environmental pollution and reduce the occasions and emission of materials that have a negative impact on the environment.

(j) employ properly skilled workers in numbers sufficient to cope with work load and endeavor to achieve utmost productivity.

(k) employ or engage any number of Myanmar Personnel for the purpose of the Operations, provided that at all times during the life of the mine, not less than 75% (seventy five percent) of the total number of those employed by SSJSC are Myanmar personnel for the normal operation of the Project after successful completion of commissioning.

(l) employ Myanmar personnel so that 20% to 50% (Twenty percent to fifty percent) of the total number of experts be nominated by ME3 for the normal operation of the Project.

(m) employ Myanmar personnel in accordance with Labor laws and Rules of the Republic of the Union of Myanmar.

(n) be entitled to employ foreign employees for the sake of production and operation of the Company.

(o) ensure that its foreign personnel shall abide by the laws of the Republic of the Union of Myanmar and shall not interfere in the internal affairs of the Republic of the Union of Myanmar.

(p) be entitled to continuously effective privileges and protection described under the Mining Permit and MIC Permit.

(q) have the right to use and keep foreign currency and local currency including the right to open and use foreign account and US Dollar account in Myanmar and the right to remit its income and profits into and out of Myanmar in accordance with the prevailing laws of the Republic of the Union of Myanmar.

(r) be entitled to sell locally or export outside Myanmar the marble produced.

(s) be entitled to use private security guards. Such private security guards shall not be permitted to carry firearms in contravention of the laws of the Republic of the Union of Myanmar.

(t) have access to public facilities such as rivers, watercourse, roads and railways.

(u) may rent houses and open offices only for conducting activities with respect to the Contract

ME3's Obligation

10.2 ME3 shall

(a) assist SSJSC according to specified rules and regulations to obtain the permit for importation of equipment and machinery which are to be used for production operations when submitted by SSJSC for such importation.

(b) assist SSJSC in getting entry visas and work permits for foreign employees needed by SSJSC and also assist that MYSICO can employ local and foreign laborers effectively during the construction and production periods.

(c) assist for the access of SSJSC's staff and experts into the Contract Area and for the domestic travel of those personnel in accordance with prevailing laws, rules and procedures.

(d) assist SSJSC in obtaining permits which are essential for the production operations, from respective Government departments in accordance with the Laws, rules and procedures of the respective departments.

ARTICLE XI

PRODUCTION SHARING AND ROYALTY

11.1 Royalty shall be 3% (three percent) of the 100% (one hundred percent) sales value of marble produced, payable monthly to the Department of Mines in United States Dollars or Euro. Royalty shall be payable in kind or in cash at the option of ME3.

11.2 The production shall be shared between the Parties after deduction of royalty as follows:-

(a) When the price of marble per cubic meter (F.O.B.) (Kyaukphyu) is below US$ 649.-, the production sharing ratio shall be 20% (twenty percent) for ME3 and 80% (eighty percent) for SSJSC

(b) When the price of marble per square cubic meter (F.O.B.) (Kyaukphyu) is between US$ 650.-, to US$ 749.-, the production sharing ratio shall be 25% (twenty five percent) for ME3 and 75% (seventy five percent) for SSJSC

(c) When the price of marble per cubic meter (F.O.B.) (Kyaukphyu) is above US$ 750-, the production sharing ratio shall be 30%(thirty percent) for ME3 and 70% (seventy percent) for SSJSC

11.3 ME3 shall have the option to take its share of production in kind or in cash. If ME3 elects to take its share in cash, the value of the share of ME3 shall be determined the same as per the split ratio on the value of the marble products sold (ME3 shall be responsible to pay all the taxes for the value of the products received in kind). Valuation of marble products shall be done based on the world market price by SSJSC and shall be approved by Joint Management Committee.

ARTICLE XII

MARKETING OF PRODUCTION

12.1 SSJSC or the contractor appointed by SSJSC for that purpose under this Production Sharing Contract shall have the right to export from Myanmar and sell all marble produced from the Project on the world market and at prevailing world market prices in US Dollars or Euro.

12.2 SSJSC shall sell marble in accordance with the generally accepted international business practices, at the best available prices and on the best available terms compatible with world market conditions prevailing from time to time.

ARTICLE XIII

DEAD RENT

13.1 SSJSC shall pay Dead Rent at the rate of US$ 1,750 during development period and US$ 2,500 during production period. Dead Rent may be paid in equivalent amount of Euro per square kilometer per year to the Department of Mines annually for each financial year in two equal installments each payable within 30 (thirty) days after 1st April and 1st October in each year during the Term.

ARTICLE XIV

TAXES AND DUTIES

14.1 SSJSC shall pay all applicable government taxes and duties attributable to the Operations as attached in Annexure (VI), subject to exemptions and reliefs as are to be provided under the laws of the Republic of the Union of Myanmar.

14.2 All taxes and duties payable outside the Republic of the Union of Myanmar shall be borne by SSJSC.

14.3 ME3 shall use its best endeavors to procure for the SSJSC available exemptions, and reliefs including, without limitation, all extensions of tax holidays as may be permitted under Section 21 of the Republic of the Union of Myanmar Foreign Investment Law.

14.4 In the event that production of marble is less than the targeted production as specified in Article 9.3 resulting in SSJSC's inability to report to MIC the commencement of commercial production, the marble produced prior to the commencement of commercial production shall be subjected to royalty and other relevant taxes pursuant to Article 14.1.

ARTICLE XV

INSURANCE

15.1 SSJSC shall affect insurance for the Operations as required by the Foreign Investment Law and Myanmar Insurance Law, covering at a minimum Machinery Insurance, Fire Insurance and Personal Accident Insurance.

ARTICLE XVI

SIGNATURE BONUS

16.1 SSJSC shall pay to ME3 a sum of US$ 50,000(United States Dollars Fifty Thousand Only) or equivalent amount of Euro through the Myanma Foreign Trade Bank as the non-refundable Signature Bonus within one month after signing the Contract.

ARTICLE XVII

PERFORMANCE BANK GUARANTEE

17.1 SSJSC shall provide a bank guarantee in favor of ME3 from a major bank in the Socialist Republic of Vietnam through Myanma Foreign Trade Bank within 30 (thirty) days after the Effective Date.

17.2 The terms and conditions of the Bank Guarantee shall be in a form approved by Myanma Foreign Trade Bank as attached in Annexure (VII).

17.3 The Bank Guarantee shall be US$ 250,000 (United States Dollars Two Hundred and Fifty thousand only) or equivalent amount of Euro.

17.4 The Bank Guarantee shall be valid for 2 (two) years from the Effective Date, unless SSJSC proved that the performance of the Project meets the targeted production volume as contemplated in Article 9.3.

17.5 ME3 shall release the Bank Guarantee immediately upon SSJSC's proof that the performance of the Project meets the targeted production volume as contemplated in Article 9.3

ARTICLE XVIII

PAYMENT

18.1 All payments which this Contract obligates SSJSC to make to the ME3 or the Government of the Republic of the Union of Myanmar shall be made through the Myanma Foreign Trade Bank in United States Dollars or Euro.

18.2 All payments required to be made pursuant to this Contract shall be made within 30 (thirty) days following the end of the month in which the obligation to make such payment occurs.

ARTICLE XIX

BANKING AND CURRENCY RIGHTS

19.1 SSJSC shall be solely responsible to supply all funds necessary for the Production Operations. The funds shall be remitted in the currency acceptable to Myanma Foreign Trade Bank.

19.2 SSJSC shall have full foreign currency and local currency rights, for all purposes to comply under the Law, Rules, Regulations, Order, Directives of the Ministry of Finance and Revenue.

ARTICLE XX

EMPLOYMENT AND TRAINING OF MYANMAR PERSONNEL

20.1 SSJSC shall in consultation with ME3 employ Myanmar personnel in its operations and shall undertake their training. Employment of Myanmar personnel including ME3 personnel shall be carried out as contemplated in Article 10.1 (k) & (l).

20.2 Salary of Myanmar personnel shall be paid in United States Dollars through the Myanma Foreign Trade Bank.

20.3 Employment of Myanmar personnel shall be subjected to the provision of the existing labor laws and regulations which may from time to time be in force in the Republic of the Union of Myanmar.

20.4 SSJSC may with the approval of the Ministry of Mines bring into the Republic of the Union of Myanmar such non-Myanmar personnel to carry out the mining operations efficiently and successfully.

20.5 MYSICO shall have the right to discontinue and or transfer the service of the Myanmar employee who in the MYSICO's opinion is not fit, low performance efficiency or breaching rules and regulations of MYSICO for the purpose in which case ME3 shall take necessary measures to immediately replace with some other suitable Myanmar employee in consultation with MYSICO.

ARTICLE XXI

MANAGEMENT

Joint Management Committee

21.1 ME3 and SSJSC shall establish a Joint Management Committee which will review and give advice on Work Programs Finance, Administration, Operation, cost recovery for the marble Production Operations and provide an effective liaison between ME3 and SSJSC.

21.2 To facilitate the discharge of its functions, the Joint Management Committee shall appoint sub-committees composed of representatives of both ME3 and SSJSC (Each Party shall have 50% of the members) as follows:

(a) Technical Subcommittee: to review and consult upon Work Programme and any other variation thereof, to supervise all safety procedures to be used in the conduct of marble production operations, to advise the Parties, on the progress of the current Work Programme pertaining to this Contract and to perform any other task that the Parties may describe by common agreement.

(b) Procurement Subcommittee: to review and recommend MYSICO the international tender being applied for the purchase of equipment and the selection of subcontractors and supplies of services for marble production operations.

(c) Accounting subcommittee: to review the incomes and expenditures related to the marble production operations in accordance with this Contract and any questions arising thereto.

21.3 The Joint Management Committee shall consist of 6 (six) members in which 3 (three) to be appointed by ME3 and 3 (three) to be appointed by SSJSC. One of the members so appointed by ME3 shall be the Chairman of the Committee. Secretary for the Committee shall be appointed by ME3. The number of members of JMC may be increased by mutual agreement of both Parties.

21.4 The Committee shall meet quarterly and such meeting shall be held in Nay Pyi Taw or such other places as may be agreed upon provided that the Chairman shall have the right to call the meeting at any time he deems necessary.

21.5 The Member's fees or any other remuneration for the Members of the Committee and the Secretary shall be as proposed by the Joint Management Committee and approved and shall be paid by MYSICO.

Management of Operation

21.6 SSJSC shall appoint a General Manager who shall have full Management responsibilities for executing of operations of the Work Programme. The General Manager shall conduct all operations in a good workmanlike and efficient manner in accordance with international standards or practice and in accordance with the terms and conditions of any permit, License contract or other contract pertaining to marble production Operations.

21.7 The General Manager shall submit to the Joint Management Committee periodical reports including but not limited to monthly, quarterly and annual basis with respect to technical, procurement and accounting so that the subcommittees referred to in Article 21.2 (a), (b) and (c) be able to review and give advice.

ARTICLE XXII

REPRESENTATIVES

22.1 MYSICO shall discuss with ME3 and accept from 1-3 (from one to three) representatives from ME3 to be stationed at the Contract Area during the production period. They shall be provided with expenditure for transport for the purpose of performance of their duties, accommodation and monthly allowance in US Dollars as approved by the Joint Management Committee.

22.2 ME3's representative from the headquarters of ME3 and responsible personnel from relevant governmental organizations may from time to time enter upon the Contract Area for purpose of inspecting the operations. MYSICO shall render necessary assistance to enable the said representatives to inspect the production records relating to MYSICO's operation and shall give such information as the said representatives may reasonably request. The representative shall at all times avoid any interference with normal operation of MYSICO.

ARTICLE XXIII

CONSULTATION AND ARBITRATION

23.1 Any dispute arising out of this Contract shall be settled amicably by negotiation and discussion between the Parties.

23.2 Disputes arising between the Parties that cannot be settled amicably as mentioned above shall be settled in the Republic of the Union of Myanmar by arbitration through two Arbitrators. One of whom shall be appointed by each Party. Should the Arbitrators fail to reach an agreement the dispute shall be referred to an Umpire nominated by the Arbitrators. The decision of Arbitrators or Umpire shall be final and binding upon both parties.The arbitration proceedings shall be in accordance with the Arbitration Act. (Myanmar Act. IV 1944) or any subsequent statutory modifications thereof. The venue of arbitration shall be Nay Pyi Taw, The Republic of the Union of Myanmar. The Arbitration fees shall be borne by the aggrieved Party.

23.3 Pending settlement of any disputes, the Parties shall abide by their obligations under this Contract not in dispute, without prejudice to a final adjustment in accordance with an award rendered in an arbitration settling such disputes.

ARTICLE XXIV

TERMINATION

24.1 In the event that Parties desire to terminate the Production Operations by mutual agreement before the expiry of the Terms of the Contract, Parties shall submit to Myanmar Investment Commission mentioning the particulars of such desire.

24.2 This Contract may be terminated by 90 (ninety) days written notice by either Party hereto upon the occurrence of any of the following events:-

(a) Substantial and continuous losses sustained by the marble production Operations

(b) Breach of the terms of the Contract by one of the Parties

(c) Occurrence of Force Majeure persisting for more than 1(one) year

(d) SSJSC and MYSICO fail to meet the desired production pursuant to Article 9.3

24.3 Upon termination of this Contract the Parties shall be deemed to be discharged from all further rights, obligations and liabilities under this Contract save and in respect of any obligations or liabilities which accrue prior to the date of termination.

24.4 The obligations and responsibilities of both parties which accrue prior to the date of termination shall be settled by mutual written agreement in accordance with all applicable laws of the Republic of the Union of Myanmar.

ARTICLE XXV

BOOKS, ACCOUNTS AND AUDIT

25.1 MYSICO shall be responsible for keeping complete books and accounts for the Operations consistent with generally accepted accounting principles and Accounting Procedures as per Annexure (V). The books shall be kept in English.

25.2 ME3 shall have the right to inspect the books and accounts maintained by MYSICO relating to production under this Contract.

25.3 ME3 shall have the right to have an audit on production by an independent Auditor. Such audit shall be performed within the following financial year.

25.4 Books and Accounts kept by MYSICO shall be subjected to the approval from the Auditor General's Office.

ARTICLE XXVI

RENEGOTIATION OF THE CONTRACT

26.1 In the event that any situation or condition arises due to circumstances not envisaged in the Contract and warrants amendments to the Contract, the Parties shall negotiate and make the necessary amendments.

ARTICLE XXVII

CONFIDENTIALITY

Confidential Information

27.1 It is agreed that all information pertaining to the operations under this Contract shall be confidential and shall not be released to any third party except as to that information which is required by law to be disclosed.

ARTICLE XXVIII

FORCE MAJEURE

28.1 If either Party is temporarily prevented from performing any of its obligations under this Contract as a result of Force Majeure as hereinafter described it shall within 14 (fourteen) days of having knowledge of the act event or cause constituting Force

Majeure notify the other Party of the nature of the Force Majeure and likely duration if the disability resulting therefrom. Then the duties of that Party which have been affected by such Force Majeure shall upon approval of the other Party which approval, shall not be unreasonably withheld, be suspended during the continuance of any prevention thus caused but for no longer period. Any Party notifying Force Majeure shall use its best endeavor to overcome such Force Majeure to remedy the disability resulting therefrom as promptly as possible.

28.2 Neither Party shall be responsible for any failure or delay caused by Force Majeure if due notice is given as per Section 28.1 and agreed upon by the other Party. The term Force Majeure as used herein shall mean Act of God, perils of navigation and disturbances of the public enemy, wars, blockade, insurrection, riots, epidemics, land- slides, earthquakes, storms, lightning, floods washouts, civil disturbances, explosions and any other similar events beyond the control or without the fault of either Party and which by the exercise of due diligence neither Party is able to overcome.

ARTICLE XXIX

MISCELLANEOUS PROVISIONS

Previous Communications and Notices

29.1 The terms of this Contract constitute the entire Contract between the Parities hereto and no previous communications representations or agreements either oral or written between the Parties hereto with respect to the subject matter shall vary the terms of this Contract.

29.2 Notices and other communications given pursuant to the provisions of this Contract shall be given by airmail, telephone, telex, fax, cable or message with postage or transmission charges fully prepaid. Such telex, fax or cable message shall be confirmed or such other addresses as may be furnished by the Parties hereto:-

FOR THE ME3

MANAGING DIRECTOR

NO. 3 MINING ENTERPRSE

MINISTRY OF MINES

BUILDING NO.19 NAYPYI TAW

THE REPUBLIC OF THE UNION OF MYANMAR

TEL: 0095 67 409015 FAX: 0095 67 409392 EMAIL: miningthree@gmail.com

FOR SSJSC

GENERAL DIRECTOR

SIMCO SONG DA JOINT STOCK COMPANY

SIMCO SONG DA TOWER

VAN PHUC NEW URBAN SUB-AREA, VAN PHUC WARD, HA DONG DISTRICT

HANOI,

THE SOCIALIST REPUBLIC OF VIETNAM

TEL: (84-4) 3552 0402 FAX: (84-4) 3552 0401 EMAIL: SIMCO@hn.vnn.vn

....

29.3 Any notice required or given by either Party to the other shall be deemed to have been delivered when properly acknowledged for the receipt by the receiving Party.

Assignment of the Contract

29.4 In accordance with the provisions expressed hereof, neither this Contract nor any of the rights or obligations hereunder may be assigned by a Party in whole or in part except with the prior written consent of the other party. ME3 shall be entitled to enjoy the Right of First Refusal in the event of SSJSC's such transfer or assignment.

29.5 SSJSC shall transfer or assign its total rights and obligations or any portion thereof under this Contract only with the approval of and according to the conditions stipulated by the relevant authorities of the Government of the Republic of the Union of Myanmar.

Modification of the Contract

29.6 This Contract shall not be annulled, amended or modified in any respect except by mutual consent in writing of the Parties hereto and approved by the Myanmar Investment Commission.

Suspension of Operations

29.7 At any time from time to time during the Term of this Contract, SSJSC may notify ME3 that in SSJSC's opinion it is necessary to suspend in whole or in part all or any part of the marble mining operations because in SSJSC's judgment economic or other conditions make it desirable to do so. Such notice shall state the reason, the proposed time and other possible implications of such suspension. If SSJSC suspends the whole or a substantive portion of its operations, prior written consent of ME3 shall be obtained. Such consent shall not be unreasonably withheld. SSJSC shall consult with ME3 and keep it fully informed regarding any suspension of operations under the Contract.

29.8 Any such suspension of operations shall not affect the mutually agreed rights and obligations of the Parties hereto, provided that the Term of this Contract shall be extended for a period of such suspension.

29.9 Interruption of production for technical reasons such as normal repair and maintenance shall not be considered as suspension of operation in the above mentioned sense.

ARTICLE XXX

GOVERNING LAW, JURISDICTION AND INALIENABLE RIGHT

30.1 This Contract in all respects shall be read and construed in accordance with the laws of the Republic of the Union of Myanmar.

30.2 The Parties hereby submit to the jurisdiction of the relevant courts of the Republic of the Union of Myanmar and all courts competent to hear appeals therefrom.

30.3 Both Parties hereby agree that all obligations, operations and performance of this Contract shall be carried out in accordance with the existing laws of the Republic of the Union of Myanmar.

30.4 No term or terms and no provision or provisions of this Contract, including the agreement of the Parties to submit to arbitration hereunder shall prevent or limit the Government of the Republic of the Union of Myanmar from exercising its inalienable right.

ARTICLE XXXI

CONDITION PRECEDENT

31.1 This Contract is conditional upon receipt of all necessary and requisite approvals for its performance and implementation of this Contract from relevant Government authorities of the Republic of the Union of Myanmar

ARTICLE XXXII

EFFECTIVENESS

32.1 This Contract shall become effective and the Parties shall be bound by their obligations hereunder on the date when the Contract shall have been signed by the Parties.

32.2 The provisions of this Contract shall become null and void after the expiry of the MIC Permit issued by Myanmar Investment Commission.

ARTICLE XXXIII

ANNEXURE

33.1 All Annexure is integral part of the Contract and have the same legal effect as all Articles of the Contract.

ARTICLE XXXIV

AUTHENTICITY

34.1 This Contract is made out in 6 (six) original copies in English both of which shall be treated as equally authentic. Two copies shall be held by each party.

IN WITNESS WHEREOF the Parties hereto have caused this Contract to be executed in accordance with the terms set forth herein on the date first above written.

Signed, Sealed and delivered by,

For and on behalf of No. 3 Mining Enterprise

U Htay Aung
Acting Managing Director

For and on behalf of SIMCO Song Da JSC

Mr. Nguyen Thien My
General Director

For and on behalf of Myanmar SIMCO Song Da JSC Ltd

Mr. Nguyen Cong Kien
Managing Director

In Present of

U San Lwin

Director

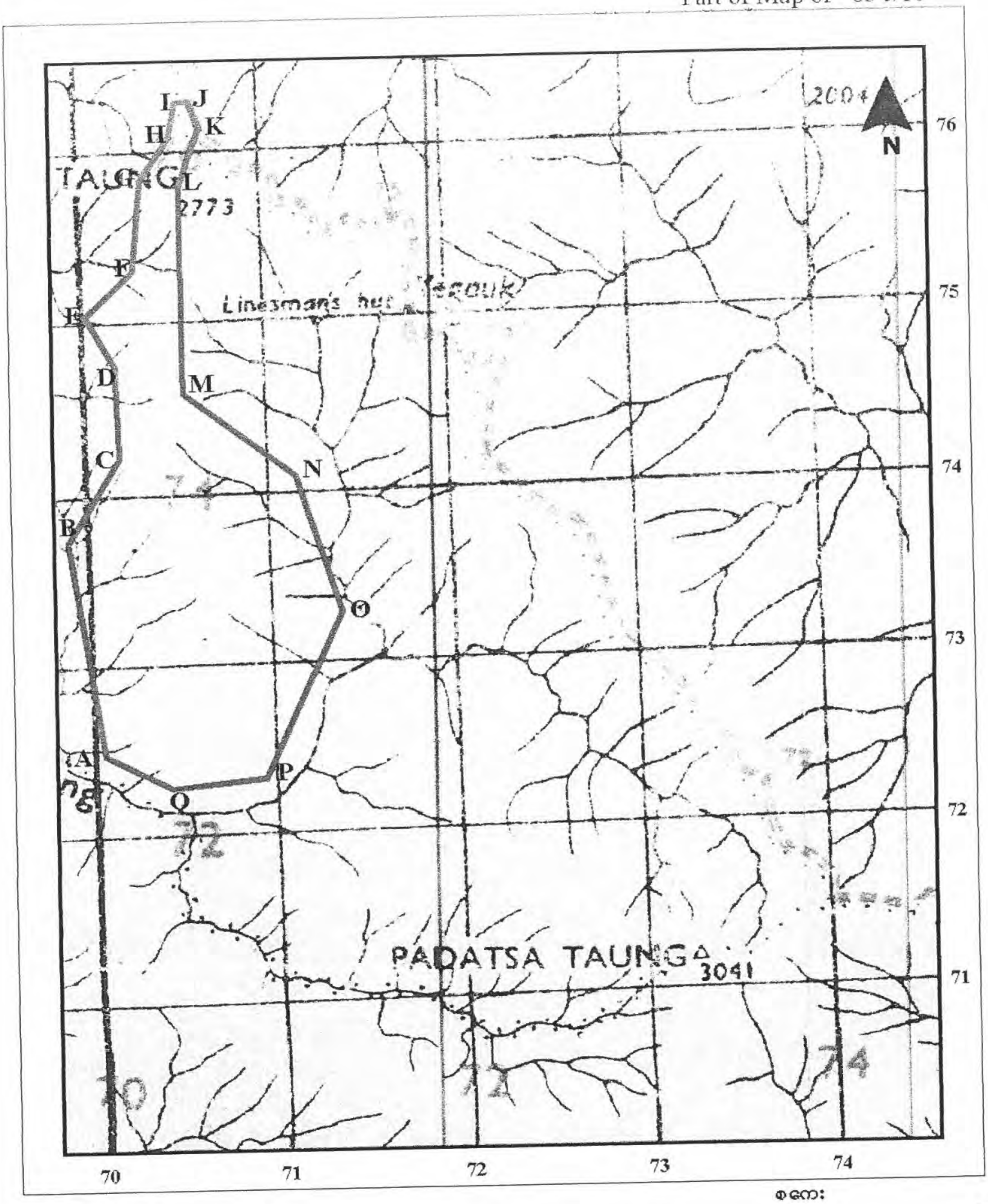
Mr. Nguyen Ngoc Kim

Deputy General Director of SIMCO Song Da JSC

Annexure I

Location Map of Myanmar SIMCO Song Da Joint Stock Company in Rakhaing State, Taungup Township, Nay Pu Taung for Production of Marble Decorative Stone (Large Scale) Project

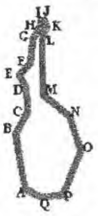
Part of Map of - 85 J/10



စကေး

၀ ၀.၅ ၁ မိုင်

Reference Block



A-701 725	G- 704 758	M- 706 746
B- 698 737	H- 705 761	N- 712 741
C- 702 743	I- 706 763	O- 714 734
D- 702 747	J- 707 763	P- 709 724
E- 700 751	K- 707 762	Q- 703 723
F- 703 754	L- 706 758	

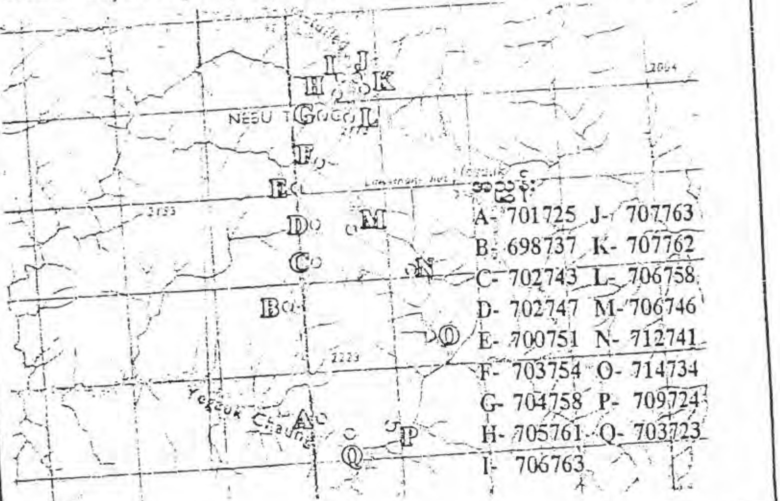
Area = 585.72 Acre
(2.3703 Sqkm)

Prepared by

Approval by

မှန်ကန်ကြောင်း သက်သေခံ / သက်သေမခံ သော လက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ လက်ခံရေးကူးရန်ပုံစံ

ရုံးမှနှိပ်တံဆိပ်ခေါင်းကပ်ရန်

တိုင်းဒေသကြီး/ ပြည်နယ် ရခိုင်	ရခိုင်ပြည်နယ်၊ တောင်ကုတ်မြို့နယ်၊ နေပူတောင် မာဘယ်လ် အလှဆင်ကျောက်ထုတ်လုပ်ရေးလုပ်ငန်းဆောင်ရွက်မည့်လုပ်ကွက်တည်နေရာပြမြေပုံ 
ခရိုင် သံတွဲ	
မြို့နယ်/ မြို့နယ်ခွဲ တောင်ကုတ်	
ရပ်ကွက်/ ကျေးရွာအုပ်စု နေပူတောင်	
ကွင်း/ အကွက်အမှတ်နှင့်အမည် ဗ၊ ၅၂- ကျောက်တောင်ကြီး(ပြင်)	
ဦးပိုင်အမှတ်/ မြေကွက်အမှတ် -	

ဦးပိုင် အမှတ်	အခွန်စည်းကြပ်ခံရသူ/ ပိုင်ရှင်/ ဂရန်ရှင်/ အငှားဂရန်ရှင် အမည်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့် အတန်း	ဧရိယာ (ဧက)	မှတ်ချက်
-	-	-	တောင်ယာ	၅၈၅.၇၂	

ရေးကူးပေးသည့်အကြောင်းအရာ	မာဘယ်လ် အလှဆင်ကျောက်ထုတ်လုပ်ရေးလုပ်ငန်း ဆောင်ရွက်ရန်

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်။)

လျှောက်ထားသူအမည် -

လျှောက်လွှာတင်သည့်နေ့စွဲ -

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ - ၂၁၊ ၁၁၊ ၂၀၂၁

ယခုအထက်တွင် ပြဆိုသောမြေပုံမှာ ~~မှန်ကန်သောမူရင်း ရေးကူးထားသော~~ (မြေပုံအမှတ် ၈၄ J/10 တစ်လက်မစကေးမြေပုံမှ ရေးကူးသည်) ~~နှစ် အတွက် လက်ရှိသက်သေခံတိုင်းတာခြင်း~~ မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အမှုတွဲထိန်း/မြေတိုင်းစာရေးလက်မှတ် -

နေ့စွဲ -

ရုံးတံဆိပ်

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည်။

လက်ထောက်ဦးစီးမှူးလက်မှတ် -

နေ့စွဲ -

စိစစ်အတည်ပြုပါသည်။

မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူးလက်မှတ်

နေ့စွဲ

Annexure IV

LIST OF MACHINERY & EQUIPMENT TO BE IMPORTED
MYANMAR SIMCO SONG DA JOINT STOCK CO., Ltd.

Exhibit No. VII

Unit: USD

No	Descrpition	Unit	Qty	Unit Price	Amount
A	**Mining Equipment - Invested in Year 1 of the Project**				**8,536,855.1**
I	**Mining Equipment(Machineries & Equipment)**				**4,550,385.8**
1	Diamond Block Saw Cutting, capacity of 12m2/h, electric power consumption: 37,5 kw/h	set	6	37,442.4	224,654.4
2	QS4000D Chain Saw	item	1	201,483.6	201,483.6
3	Hydraulic Drill, Diameter 65-105mm (same as Furukawa HCR9-D)	item	1	386,400.0	386,400.0
4	Holes Drill, Diameter 76-90mm (same as DTH -180)	item	3	28,270.8	84,812.4
5	Hand Drill, Diameter 46mm (same as RH571-35 (3,2m3/ph)	item	8	2,005.2	16,041.6
6	Air Compressor, Capacity 21m3/minute	item	4	22,667.0	90,668.0
7	Backhoe Hydraulic Excavator, capacity 2,6m^3, similar with CAT-350	item	2	384,000.0	768,000.0
8	Hydraulic Hammer for rock breaking 3000-4000kg	item	2	84,000.0	168,000.0
9	305HP Bulldozer with capacity 305 HP, similar with CAT-D8R	item	2	430,400.4	860,800.8
10	20-ton auto-action load self-lifting crane	item	2	117,480.0	234,960.0
11	15 -ton Forklift (same as Komat'su Model FD100-8)	item	2	132,000.0	264,000.0
12	15-ton Suspension Crane with aperture 5+15+5, L: 70m	set	2	80,199.6	160,399.2
13	a complete 200KVA Transformer Station, a full set	set	1	6,853.6	6,853.6
14	250KVA Generator	set	2	28,556.5	57,113.0
15	5-ton Crane	item	1	42,000.0	42,000.0
16	Stone Waste Processing Line for Construction Materials	Line	1	800,000.0	800,000.0
17	Water Well Pump made in Korea	item	4	21,000.0	84,000.0
18	Detonator Electrical Resistance Meter	item	5	3,600.0	18,000.0
19	Electrical Blaster	set	5	5,400.0	27,000.0
20	Geodetic Measuring Instrument with leveling pole	set	2	24,000.0	48,000.0
21	5-km Radial Walkie-Talkie	set	20	360.0	7,200.0
II	**Mining Equipment (Vehicle)**				**3,385,280.0**
1	7-ton Dump Truck	item	1	60,000.0	60,000.0
2	19-ton Truck, similar with HD-320 Hyundai, tonnage	item	4	108,000.0	432,000.0
3	32-ton Dump Truck. Similar with D32 made in China	item	4	245,520.0	982,080.0
4	30-ton Tractor Truck + semi trailer, similar Tractor HD-700+ semi trailer made in China	item	16	110,000.0	1,760,000.0
5	Fuel Vehicles with Capacity of 7m^3 Truck	item	1	55,200.0	55,200.0
6	Mobile Repairing Vehicle with repairing tools	item	1	96,000.0	96,000.0

LIST OF MACHINERY & EQUIPMENT TO BE IMPORTED

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. VII-1

Unit: USD

No.	Descrpition	Unit	Qty	Unit Price	Amount
III	**Motor Vehicle (for office use)**				**399,300.0**
1	Cross-country 4WD van (similar with Landcruiser-Toyota)	item	2	143,000.0	286,000.0
2	Pickup Truck 4WD (similar with HiluxG 4x4-Toyota)	item	2	38,500.0	77,000.0
3	16-seaters Minibus (similar with Hiace-Toyota, using diesel)	item	1	36,300.0	36,300.0
IV	**Office Equipment**				**80,000.0**
1	Office Equipment: Photocopy Machine, Telephones, Fax Machines, Scanner, Projector, T V…	Complete		80,000.0	80,000.0
V	**Auxiliary Equipment**				**121,889.3**
1	50KVA Generator	set	1	7,000.0	7,000.0
2	Fire Protection Water Pump: Q=54m3/h; H=70m	set	2	3,972.2	7,944.4
3	Informatic & Communication System	system	1	6,111.6	6,111.6
4	Water Pumping and Vans Washing Tap System	system	1	27,500.0	27,500.0
5	Fuel Supply System (diesel tank, diesel pumping machine)	system	1	73,333.3	73,333.3
B	**Tiles Processing Factory - Invested in Year 5 of the Project**				**889,811.1**
I	**Equipment for Tiles Processing Factory**				**646,115.8**
1	XMJ850-10C auto Polishing Grinding Machine	set	1	108,000.0	108,000.0
2	QSQJ-2000 Bridge Cutting Machine	set	4	30,000.0	120,000.0
3	ZDCQ-400 Bridge Cutting Machine	set	1	25,200.0	25,200.0
4	SYJ-400 Manual Trimming Cutter	set	1	6,000.0	6,000.0
5	HBX4-1500 Double-Edge Cross Cutter	set	2	14,400.0	28,800.0
6	20-ton Suspension Crane with aperture 5+15+5, H= 7m; L= 100m	set	1	86,628.0	86,628.0
7	3-ton Suspension Crane with aperture19,5m; H= 6m; L= 100m	set	1	28,332.0	28,332.0
8	3-ton Forklift, similar with Komat'su FD30T-17	item	2	34,800.0	69,600.0
9	15-ton Forklift, similar with Komat'su Model FD100-8	item	1	132,000.0	132,000.0
10	Fire Protection Water Pump: Q=54m^3/h; H=70m	item	2	3,972.2	7,944.4
11	Informatic & Communication System	system	1	6,111.4	6,111.4
12	Water Pumping and Vans Washing Tap System	system	1	27,500.0	27,500.0

LIST OF MACHINERY & EQUIPMENT TO BE IMPORTED

MYANMAR-SIMCO SONG DA JOINT STOCK COMPANY LIMITED

Exhibit No. VII-2

Unit: USD

No.	Description	Unit	Qty	Unit Price	Amount
II	**Office Equipment**				**80,000.0**
1	Office Equipment: Photocopy Machine, Telephones, Fax Machines, Scanner, Projector, T V…	Complete		80,000.0	80,000.0
III	**Auxiliary Equipment**				**163,695.3**
1	500KVA Transformer Station	set	1	15,000.0	15,000.0
2	250KVA Generator	set	1	28,556.5	28,556.5
3	Fire Protection Water Pump: $Q=54m^3/h$; $H=70m$	item	2	3,972.2	7,944.4
4	Informatic & Communication System	system	1	6,111.1	6,111.1
5	Water Well Pump made in Korea	item	1	5,250.0	5,250.0
6	Water Pumping and Vans Washing Tap System	system	1	27,500.0	27,500.0
7	Fuel Supply System (diesel tank, diesel pumping machine)	system	1	73,333.3	73,333.3
C	**TOTAL (A+B)**				**9,426,666.2**

Notes:

Equipment Prices are CIF Yangon Port - Republic of the Union of Myanmar

ACCOUNTING PROCEDURE

1. The Accounting Procedure herein provided is to be followed and observed in the performance of SIMCO SONG DA's obligations under the Contract to which this Annexure is attached.

2. The terms appearing in this Annexure which are mentioned in the Contract shall have the same meaning as those defined in the Contract

3. The Company's accounting records and books shall be kept in accordance with generally accepted and recognized accounting practice consistent with modern mining industry practices and procedures. Books, reports and statements of accounts shall be maintained and prepared in accordance with the provisions of the Contract

4. The related accounting definitions shall be as prescribed hereunder.

A. Operating Cost/Deductible items

Mean the amount deductible from Gross Income as defined hereunder of all expenses attributable to the operations under this Contract in any Financial Year which are not otherwise deductible hereunder. Operation Cost shall include current Financial Year's Non-capital costs as defined hereunder, Pre-production costs, depreciation, accelerated depreciation and allowed recovery of previous years unrecovered Operating Cost.

B. Non Capital Cost (Current Costs)

Non Capital Cost means the Operating Cost for Marble productions pursuant to the Contract incurred relating to current year operations and shall include the following costs:

(1) Cost in respect of materials, supplies, tangible assets with a useful life of less than one year and utilities

(2) Cost for contracted services by the Company

(3) Cost for premium for insurance on physical assets, personnel, inventories.

(4) Cost in respect of damage or losses not compensated by insurance and losses resulting from obsolescence or destruction of inventory.

(5) Cost for royalty, dead rent, commercial tax, stamp duty other taxes and duties and goodwill fee paid pursuant to this Contract.

(6) Cost for rentals such as those charged for equipment, plant, land and buildings (including rental of vault for storage)

(7) Cost for mining and mineral processing (including costs of reforestation if any reclamation or mitigation)

(8) Cost for handling loading, storing, transporting and shipping (including security costs.)

(9) Cost for repair and maintenance.

(10) Cost for commissions and discounts provided that commissions and discounts paid to affiliates shall only be included up to an amount calculated at a rate commonly charged by or allowable to non affiliates.

(11) Marketing, management and administrative expenses incurred by the Company in undertaking any aspect of the operations under the Contract in any year are deductible form income and include but are not limited to management expenses, executive salaries, communication expenses, dues and subscriptions, advertising, public relations, office expenses, marketing expenses (but not unrelated product research), legal and auditing expenses, general overhead expenses excluding head office overhead expenses.

(12) Wages, Salaries and other compensation, including employee benefits of personnel employed or engaged by the Company and any of the affiliates of the Company who are assigned to the operations under the Contract on a temporary, part-time or permanent basis. Subject to the same having been provided in the employment contract, employee benefits include expenses in respect of annual home leave, sickness, disability, termination, life insurance, incentive, compensation, training and other education programmes, welfare and fringe benefits.

(13) Administrative overhead charges for metallurgical research, technical services of personnel employed or engaged by any of the affiliates of the Company who are not assigned to the Company but who render such service for the benefit of the operations under the Contract.

(14) Travel expenses of the personnel referred to in the foregoing clauses (12) and (13) to and from Myanmar and their country of residence, in the event that such personnel are assigned to the operation in Myanmar, such travel expenses shall include their reasonable relocation expenses of their dependants to and from Myanmar and their country of residence.

(15) Charges for laboratory, metallurgical and technical services rendered to the Company by any of their affiliates shall consist of the cost of such services and limited to not more than the fair market cost that a non affiliated party would charge for such services.

(16) "Interest expenses" for loan capital to finance the operations under this Contract including the financing of capital equipment, plants and machineries but excluding such operation under the mineral Prospecting, Mineral Exploration, and Feasibility Studies.

C. Losses in any year mean the excess of all deductions over gross income in such year. Carried forward loss(es) means the excess of all deduction over gross income in any Financial Year. In the event that a loss is incurred within 2 years immediately following the enjoyment of exemption or relief from income tax, such loss may be carried forward to the following consecutive years from the year of loss and may be deducted from the gross income accruing in that succeeding years for the purpose of computation of taxable income (if permitted by the Myanmar Investment Commission).

D. Other expenses in any years means other deductible items from income in respect of proper expenses incurred in that year in gaining or producing income or incurred for the purpose of operation in such year as permitted by the Tax Laws of Myanmar.

E. Depreciation in any year means the deduction from income of an amount in respect of depreciable Capital Assets as defined hereunder used in any aspect of the operations of the Company under the Contract on a straight line basis at the rates permitted for such assets by the Myanmar Tax Authorities.

Accelerated Depreciation means the deduction form Gross Income (as defined hereunder) of an amount in excess of the amount permitted by the Myanmar Tax Authorities. Accelerated Depreciation shall only be permitted at the rate or rates approved by Myanmar Investment Commission. Depreciable assets include by way of example, building, machinery, equipment, vehicles, bridges, roads, constructions and other tangible assets depreciable under generally accepted accounting principles in Myanmar.

F. "Pre-production expenses" means all the (non capital) expenses incurred by the company relating to pre-production (including Mineral Prospecting, Mineral Exploration and Feasibility Costs as approved by the Auditor General's Office) and incurred during the period commencing with the signing of the Contract and ending on the date commercial production commences. Such cost include but shall not be limited to clearing, access road, power, water and other necessary utilities connections, service charges, erecting transmission lines, piping, communication facilities, excavation, maintenance, advance removal of overburden and waste rock, infrastructure maintenance and also include license and permit fees, camp costs, administration costs, vehicle maintenance costs, management and administration costs (direct and indirect) and other similar expenses incurred permitted under the Tax Laws of Myanmar in carrying out the development of the project, but exclude head office or other foreign overhead charges.

G Allowed recovery of previous year's unrecovered cost means the cost to be recovered pursuant to this Contract

H Gross Income means all income received or accrued by the Company under this Contract

I Taxable Income in any Financial Years means Gross Income in such year after deducting there from all expenses and costs permitted by this Contract and all deductions permitted by the Tax Laws of the Union of Myanmar.

J Capital Assets means tangible assets (excluding land) with a useful life exceeding one year and includes cost of design, construction, installation and intellectual property associated with the bringing into use of the asset.

TAXES AND DUTIES

(Tax regime in the Mineral Sector in Myanmar)

Applicable Government Taxes and Duties payable by MYSICO subject to exemptions and relief as are provided under this Contract in accordance with Terms and Conditions of Permit issued by Myanmar Investment Commission.

(1) Dead Rent

Dead Rent according to the type of operations is shown in the table on page 87 Section 115 of Myanmar Mines Rules.

(2) Royalty

Royalty for the metallic mineral is 3-4 percent and 4-5 percent for the precious metallic minerals as prescribed in Chapter 6 of Myanmar Mines Law. Royalty is levied on the value of mineral sold. It is a sale based and not a production based royalty.(Refer Section 115 of the Myanmar Mines Rules)

(3) Commercial Tax

Commercial Tax on export commodities is 5 percent to be paid in foreign currency.

(4) Income Tax

Income Tax is 30 percent on net profit. However, if a resident foreigner earns foreign currency from sale of goods produced, carrying out any kind of business and any kind of service, the income tax on such receipt shall be calculated according to the provision contained in Regulation 5-B of Income Tax Regulations and be paid in such foreign currency. For project working under MIC permit, relief from Income Tax up to 50 percent on the profits accrued from the export may be enjoyed.

(5) Capital Gains Tax

The gains realized from the sale, exchange transfer of one or more capital assents which include land, building, vehicle, any capital assents, share, bond and similar instruments within a year and the total value of such transactions exceeds kyats100,000 shall be payable the income tax under the head Capital Gains. The tax rate is ten percent for resident foreigner and 40 percent for non-resident foreigner.

(6) Custom Duty

Custom duty for import of mining equipment such as earth moving equipment, self propelled bulldozer, angle dozers, graders, excavators, shovels, is 1-2 percent.

(7) Exemptions and Relief

Under Section 21 of the Union of Myanmar Foreign Investment Law, the exemptions and relief which are granted by Myanmar Investment Commission (MIC) are prescribed in detail.

(8) Withholding Tax

A Withholding Tax 15 percent will be collected upon the amount of interest remitted to foreigners staying abroad.

(9) Export Duty

Except for the commercial tax and income tax of 10 percent, no other export duty is levied on minerals.

Form of Performance Bank Guarantee

This Performance Guarantee shall constitute an irrevocable guarantee for the Performance of SIMCO SONG DA of its obligation pursuant to Article. XVII of Production Sharing Agreement between No.(3) Mining Enterprise (ME3) and SIMCO SONG DA hereby guarantee to ME3 the payment by SIMCO Song Da a sum of US$ 250,000 (United States Dollars Two Hundred and Fifty thousand only), without delay on the first written demand of ME3 describing details of ME3's claim that SIMCO Song Da has failed to accomplish the minimum production volume of 10.000 m^3 of marble for the first year; 20.000 m^3 for the second year and 30.000 m^3 onward once the production has been carried out as stipulated in Article 9.3, and even after all remedial measures taken by SIMCO Song Da to meet its targeted minimum production is not able to accomplish as detailed in Article 9.5.

The term of this Performance Bank Guarantee shall be 2 (two) years, unless terminated and released sooner pursuant to Article 17.5 of the Agreement.

.... BANK

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပြည်ထောင်စုရှေ့နေချုပ်ရုံး
နေပြည်တော်

စာအမှတ်၊ ၂(၅) ၈ - ၁၃၀/နပတ(၅၂ ၉)

ရက်စွဲ၊ ၂၀၁၁ ခုနှစ်၊ ဒီဇင်ဘာလ ၁၅ ရက်

အကြောင်းအရာ။ **ရခိုင်ပြည်နယ်၊ တောင်ကုတ်မြို့နယ်၊ နေပူတောင်ဒေသတွင် မာဘယ်အလွှဆင်ကျောက်အကြီးစားထုတ်လုပ်ခြင်းလုပ်ငန်းကို ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားသည့်စနစ်ဖြင့် ဆောင်ရွက်ရန်ချုပ်ဆိုမည့် စာချုပ်(မူကြမ်း)အပေါ် သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည် ညွှန်း ချက် ။ သတ္တုတွင်းဝန်ကြီးဌာန၊ ဝန်ကြီးရုံး၏ ၇-၁၂-၂၀၁၁ ရက်စွဲပါစာအမှတ်၊ ၁၇ခွဲ (၁) ၁၁(၆၈၂၃)

၁။ သတ္တုတွင်းဝန်ကြီးဌာန၊ အမှတ်(၃)သတ္တုတွင်းလုပ်ငန်း(ME 3)သည် ဗီယက်နမ်ဆိုရှယ်လစ်သမ္မတနိုင်ငံမှ SIMCO Song Da Joint Stock Company (SSDJSC)နှင့် ရခိုင်ပြည်နယ်၊ တောင်ကုတ်မြို့နယ်၊ နေပူတောင်ဒေသတွင် မာဘယ်အလွှဆင်ကျောက်အကြီးစား ထုတ်လုပ်ခြင်းလုပ်ငန်းကို ထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားသည့်စနစ်ဖြင့် ဆောင်ရွက်ရန် ချုပ်ဆိုမည့်စာချုပ်(မူကြမ်း)အပေါ် သဘောထား မှတ်ချက် ပြန်ကြားပေးပါရန် ရည်ညွှန်းချက်ပါစာဖြင့် မေတ္တာရပ်ခံလာသောကိစ္စရပ်ဖြစ်ပါသည်။

၂။ ရည်ညွှန်းစာဖြင့် ပူးတွဲပေးပို့လာသော အင်္ဂလိပ်ဘာသာဖြင့်ပြုစုထားသည့် စာချုပ်(မူကြမ်း) အပေါ် ဥပဒေရှုထောင့်မှ လေ့လာစိစစ်၍ အောက်ပါအတိုင်း သုံးသပ်အကြံပြုအပ်ပါသည်-

(က) ပေးပို့လာသော စာချုပ်(မူကြမ်း)တွင် လက်မှတ်တိုများရေးထိုးထားသည်ကို တွေ့ရှိရပါသည်၊

(ခ) စာချုပ်(မူကြမ်း)မှာ အမှတ်(၃)သတ္တုတွင်းလုပ်ငန်း(ME 3) နှင့် SIMCO Song Da Joint Stock Company (SIMCO SONG DA)၊ Myanmar Simco

Song Da Joint Stock Company (MYSICO) တို့ က မာဘယ်အလှဆင်ကျောက်ထုတ်လုပ်ခြင်းလုပ်ငန်းအပေါ် ခွဲဝေခံစားသည့်စနစ်ဖြင့် အကြီးစားထုတ်လုပ်မည်ဖြစ်ကြောင်းတွေ့ရှိရပါသည်။ သို့ရာတွင် စာချုပ် (မူကြမ်း)တွင် စာချုပ်ဝင်အဖြစ်မပါရှိသော SSJSC မှ လုပ်ဆောင်မည့်ကိစ္စများ ကို ဖော်ပြထားရာ ဌာနမှပြန်လည်စိစစ်ရန်ဖြစ်ပါသည်၊

(ဂ) စာချုပ်(မူကြမ်း)စာချုပ်ဝင်များအပိုဒ်တွင် SIMCO Song Da Joint Stock Company ကို နောင်တွင် SIMCO SONG DA ဟု ခေါ်ဆိုရန် ဖော်ပြထားပါသည်။ Article 1.4 တွင် SSDJSC ကို SIMCO Song Da Joint Stock Company ဟု အဓိပ္ပာယ်ဖွင့်သတ်မှတ်ထားသည်ကိုတွေ့ရှိရပါသဖြင့် ပြန်လည်စိစစ်ရန် လိုအပ်ပါသည်၊

(ဃ) စာချုပ်(မူကြမ်း)Article 1.1 တွင် ရည်ညွှန်းထားသော Annexure VIII မှာ စာချုပ်(မူကြမ်း)တွင် ပူးတွဲမပါရှိ၍စိစစ်နိုင်ခြင်းမရှိပါ။ နောက်ဆက်တွဲများသည် စာချုပ်၏တစ်စိတ်တစ်ဒေသဖြစ်သဖြင့် နောက်ဆက်တွဲပါဖော်ပြချက်များသည် စာချုပ်ပါစည်းကမ်းချက်များနှင့် ညီညွတ်မှုရှိစေရန် ဌာနမှစိစစ်ရန်လိုအပ်ပါသည်။ စာချုပ်လက်မှတ်ရေးထိုးသည့်အချိန်တွင် နောက်ဆက်တွဲများ ပြည့်စုံစွာ ပူးတွဲဖော်ပြရန် လိုအပ်ပါသည်၊

(င) စာချုပ်(မူကြမ်း)Article 1.6 တွင် ဖော်ပြထားသော Republic SSDJSC မှာ လည်း မည်သည်ကိုဆိုလိုကြောင်း ရှင်းလင်းမှုမရှိပါသဖြင့် ဌာနမှပြန်လည်စိစစ်ရန်လိုအပ်ပါသည်၊

(စ) စာချုပ်(မူကြမ်း)Article 11.3 တွင် နောက်ဆုံးအကြောင်း၌ Shall be approved by JMC ဟု ဖော်ပြရာ JMC နှင့်ပတ်သက်၍ Definitions တွင် ဖော်ပြပါရှိခြင်းမရှိပါ။ JMC ဆိုသည်မှာ မည်သည်ကိုရည်ညွှန်းကြောင်း အပြည့်အစုံဖော်ပြရန် လိုအပ်ပါသည်၊

လိုပွက်

(ဆ) စာချုပ်(မူကြမ်း)Article XIV TAXES AND DUTIES, Article XVIII PAYMENT တို့နှင့်စပ်လျဉ်း၍ ဘဏ္ဍာရေးနှင့် အခွန်ဝန်ကြီးဌာနနှင့် ကြိုတင်ညှိနှိုင်း ဆောင်ရွက်ရန်ဖြစ်ပါသည်၊

(ဇ) စာချုပ်(မူကြမ်း)Article 24.2(c)တွင် စာချုပ်ရပ်စဲရန် မလွန်ဆန်နိုင်သောဖြစ်ရပ် ၂နှစ်ထက်ကျော်လွန်ဖြစ်ပွားလျှင်ဟု ဖော်ပြထားရာ ကာလကြာမြင့်သည်ဟု သဘောရရှိသဖြင့် ပြန်လည်စိစစ်သင့်ပါသည်၊

(ဈ) စာချုပ်(မူကြမ်း)Article 24.2(d)တွင် SSJSC ဘက်မှ ဤစာချုပ် Article 9.3 ပါ သတ်မှတ်ထားသော ထုတ်လုပ်မှုကိုပြည့်မီစွာမဆောင်ရွက်နိုင်ခြင်းဟု ဖော်ပြထားသည်ကိုတွေ့ရှိရပါသည်။ တစ်ဖက်စာချုပ်ဝင်ကုမ္ပဏီမှာ ၂ ခု ဖြစ်သဖြင့် ယင်းစည်းကမ်းချက်အပေါ် ဌာနမှ ပြန်လည်စိစစ်ရန် လိုအပ်ပါသည်၊

(ည) ဤစာချုပ်မချုပ်ဆိုမီ Myanmar SIMCO Song Da Joint Stock Company Limited ကို တရားဝင်တည်ထောင်ပြီးဖြစ်ရန်လိုအပ်ပါသည်၊

(ဋ) လိုအပ်သောနေရာတွင် မင်နီဖြင့် အနည်းငယ် ပြင်ဆင်ပေးလိုက်ပါသည်။

၃။ စာချုပ်(မူကြမ်း)ပါ မာဘယ်အလှဆင်ကျောက် ထုတ်လုပ်မှုလုပ်ငန်းဆောင်ရွက်ရန်အတွက်မြန်မာ့သတ္တုတွင်းဥပဒေပုဒ်မ-၇အရ သတ္တုတွင်းဝန်ကြီးဌာနသည်အစိုးရအဖွဲ့၏သဘောတူညီချက်ဖြင့် ခွင့်ပြုမိန့်ထုတ်ပေးရန်လိုအပ်မည်ဖြစ်ပါသည်။

၄။ ဤ စာချုပ်(မူကြမ်း)ကို ပြည်ထောင်စုရှေ့နေချုပ်ဥပဒေနှင့်အညီ ဥပဒေကြောင်းအရသာ ဥပဒေအကြံဉာဏ်ပေးခြင်းဖြစ်ပါသည်။ ဥပဒေရေးရာမဟုတ်သည့် စီမံရေးရာ၊ ဘဏ္ဍာရေးရာ၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များကို ဤရုံးအနေဖြင့်မှတ်ချက်ပေးရန်မရှိပါကြောင်းနှင့် ယင်းကိစ္စရပ်များနှင့် စပ်လျဉ်း၍ သက်ဆိုင်ရာကျွမ်းကျင်သူများနှင့် ဆွေးနွေးညှိနှိုင်းဆောင်ရွက်ရန် အကြံပြုပါသည်။

၅။ စာချုပ်ချုပ်ဆိုမည့် ကုမ္ပဏီများသည် သက်ဆိုင်ရာနိုင်ငံ၏ဥပဒေအရ တရားဝင် ဖွဲ့စည်းထားသောကုမ္ပဏီများဟုတ် မဟုတ်၊ စာချုပ်ပါလုပ်ငန်းကိုလုပ်ကိုင်နိုင်စွမ်းနှင့် လုပ်ကိုင်နိုင်ခွင့်ရှိ မရှိ၊

ငွေကြေးအင်အားပြည့်စုံမှုရှိ မရှိ၊ စာချုပ်တွင် လက်မှတ်ရေးထိုးမည့်သူများသည် တရားဝင်လွှဲအပ်ခြင်း ခံရသူများဟုတ် မဟုတ် စသည်တို့နှင့်စပ်လျဉ်း၍ ကြိုတင်စိစစ်ရန်လိုအပ်မည်ဖြစ်ပါသည်။

၆။ ဤ စာချုပ်(မူကြမ်း)ကို လက်မှတ်ရေးထိုးချုပ်ဆိုပြီးပါက မှတ်တမ်းတင်ထားနိုင်ရန် အတွက် ဤရုံးသို့ မိတ္တူ(၃)စောင်ပေးပို့ပါရန် မေတ္တာရပ်ခံအပ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(တာဝန်)(ကိုယ်စား)
(ကျော်ဆန်း၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်)

သတ္တုတွင်းဝန်ကြီးဌာန
ဝန်ကြီးရုံး